

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended September 30, 2021

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 001-38596

REPLIMUNE GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

82-2082553

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

**500 Unicorn Park
Woburn MA 01801**

(Address of principal executive offices)

(Zip Code)

(781) 222-9600

(Registrant's telephone number, including area code)

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	REPL	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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

Non-accelerated filer

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

The number of shares of the registrant's Common Stock, par value \$0.001 per share, outstanding as of November 2, 2021 was 46,893,472.

REPLIMUNE GROUP, INC.

FORM 10-Q

Table of Contents

	<u>Page No.</u>
<u>PART I FINANCIAL INFORMATION</u>	<u>4</u>
<u>Item 1. Condensed Consolidated Financial Statements (Unaudited)</u>	<u>4</u>
<u>Condensed Consolidated Balance Sheets</u>	<u>4</u>
<u>Condensed Consolidated Statements of Operations</u>	<u>5</u>
<u>Condensed Consolidated Statements of Comprehensive Loss</u>	<u>6</u>
<u>Condensed Consolidated Statements of Stockholders' Equity</u>	<u>7</u>
<u>Condensed Consolidated Statements of Cash Flows</u>	<u>8</u>
<u>Notes to Unaudited Condensed Consolidated Financial Statements</u>	<u>9</u>
<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>24</u>
<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u>	<u>40</u>
<u>Item 4. Controls and Procedures</u>	<u>40</u>
<u>PART II OTHER INFORMATION</u>	<u>42</u>
<u>Item 1. Legal Proceedings</u>	<u>42</u>
<u>Item 1A. Risk Factors</u>	<u>42</u>
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>75</u>
<u>Item 3. Defaults Upon Senior Securities</u>	<u>75</u>
<u>Item 4. Mine Safety Disclosure</u>	<u>75</u>
<u>Item 5. Other Information</u>	<u>75</u>
<u>Item 6. Exhibits</u>	<u>77</u>
<u>SIGNATURES</u>	<u>79</u>

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

REPLIMUNE GROUP, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share amounts)
(Unaudited)

	September 30, 2021	March 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 159,969	\$ 182,518
Short-term investments	275,802	293,784
Research and development incentives receivable	2,887	2,953
Prepaid expenses and other current assets	5,726	4,492
Total current assets	444,384	483,747
Property, plant and equipment, net	7,178	7,442
Research and development incentives receivable, non-current	1,467	—
Restricted cash	1,636	1,636
Right-to-use asset - operating leases	5,491	5,751
Right-to-use asset - financing leases	43,308	44,522
Total assets	<u>\$ 503,464</u>	<u>\$ 543,098</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 3,154	\$ 2,355
Accrued expenses and other current liabilities	9,991	8,735
Operating lease liabilities, current	967	970
Financing lease liabilities, current	2,524	2,487
Total current liabilities	16,636	14,547
Operating lease liabilities, non-current	4,822	5,078
Financing lease liabilities, non-current	24,594	24,745
Total liabilities	<u>\$ 46,052</u>	<u>\$ 44,370</u>
Commitments and contingencies (Note 12)		
Stockholders' equity		
Common stock, \$0.001 par value; 150,000,000 shares authorized as of September 30, 2021 and March 31, 2021; 46,855,331 and 46,566,481 shares issued and outstanding as of September 30, 2021 and March 31, 2021, respectively	47	47
Additional paid-in capital	707,190	692,243
Accumulated deficit	(249,834)	(193,168)
Accumulated other comprehensive loss	9	(394)
Total stockholders' equity	457,412	498,728
Total liabilities and stockholders' equity	<u>\$ 503,464</u>	<u>\$ 543,098</u>

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

REPLIMUNE GROUP, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except share and per share amounts)
(Unaudited)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Operating expenses:				
Research and development	\$ 19,902	\$ 14,050	\$ 38,456	\$ 26,207
General and administrative	9,345	5,613	18,172	11,289
Total operating expenses	29,247	19,663	56,628	37,496
Loss from operations	(29,247)	(19,663)	(56,628)	(37,496)
Other income (expense):				
Research and development incentives	725	755	1,513	1,441
Investment income	80	178	172	705
Interest expense on finance lease liability	(557)	(562)	(1,115)	(1,123)
Interest expense on debt obligations	—	(286)	—	(570)
Other (expense) income	(356)	(517)	(608)	(545)
Total other (expense) income, net	(108)	(432)	(38)	(92)
Net loss	\$ (29,355)	\$ (20,095)	\$ (56,666)	\$ (37,588)
Net loss per common share, basic and diluted	\$ (0.56)	\$ (0.46)	\$ (1.09)	\$ (0.90)
Weighted average common shares outstanding, basic and diluted	52,081,325	44,015,786	51,962,795	41,950,401

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

REPLIMUNE GROUP, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(Amounts in thousands)
(Unaudited)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Net loss	\$ (29,355)	\$ (20,095)	\$ (56,666)	\$ (37,588)
Other comprehensive loss:				
Foreign currency translation gain (loss)	219	626	443	614
Net unrealized (loss) gain on short-term investments, net of tax of \$0	—	(47)	(40)	(244)
Comprehensive loss	<u>\$ (29,136)</u>	<u>\$ (19,516)</u>	<u>\$ (56,263)</u>	<u>\$ (37,218)</u>

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

REPLIMUNE GROUP, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Amounts in thousands, except share amounts)
(Unaudited)

	Common stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Total stockholders' equity
	Shares	Amount				
Balances as of March 31, 2021	46,566,481	\$ 47	\$ 692,243	\$ (193,168)	\$ (394)	\$ 498,728
Foreign currency translation adjustment	—	—	—	—	224	224
Unrealized loss on short-term investments	—	—	—	—	(40)	(40)
Exercise of stock options	163,970	—	1,173	—	—	1,173
Stock-based compensation expense	—	—	6,250	—	—	6,250
Net loss	—	—	—	(27,311)	—	(27,311)
Balances as of June 30, 2021	46,730,451	\$ 47	\$ 699,666	\$ (220,479)	\$ (210)	\$ 479,024
Foreign currency translation adjustment	\$ —	\$ —	\$ —	\$ —	\$ 219	\$ 219
Unrealized loss on short-term investments	—	—	—	—	—	—
Exercise of stock options	124,880	—	1,211	—	—	1,211
Stock-based compensation expense	—	—	6,313	—	—	6,313
Net loss	—	—	—	(29,355)	—	(29,355)
Balances as of September 30, 2021	46,855,331	\$ 47	\$ 707,190	\$ (249,834)	\$ 9	\$ 457,412
Balances as of March 31, 2020	36,668,743	\$ 37	\$ 296,961	\$ (112,298)	\$ (982)	\$ 183,718
Issuance of prefunded warrants to purchase common stock, net of \$2,100 issuance costs	—	—	32,900	—	—	32,900
Issuance of common stock, net of issuance costs and underwriter fees of \$5,117	3,478,261	3	74,879	—	—	74,882
Foreign currency translation adjustment	—	—	—	—	(12)	(12)
Unrealized loss on short-term investments	—	—	—	—	(196)	(196)
Exercise of stock options	133,416	—	1,547	—	—	1,547
Stock-based compensation expense	—	—	2,468	—	—	2,468
Net loss	—	—	—	(17,493)	—	(17,493)
Balances as of June 30, 2020	40,280,420	\$ 40	\$ 408,755	\$ (129,791)	\$ (1,190)	\$ 277,814
Foreign currency translation adjustment	—	—	—	—	626	626
Unrealized loss on short-term investments	—	—	—	—	(47)	(47)
Exercise of stock options	31,852	—	291	—	—	291
Stock-based compensation expense	—	—	2,801	—	—	2,801
Net loss	—	—	—	(20,095)	—	(20,095)
Balances as of September 30, 2020	40,312,272	\$ 40	\$ 411,847	\$ (149,886)	\$ (611)	\$ 261,390

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

REPLIMUNE GROUP, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)
(Unaudited)

	Six Months Ended September 30,	
	2021	2020
Cash flows from operating activities:		
Net loss	\$ (56,666)	\$ (37,588)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation expense	12,563	5,269
Depreciation and amortization	1,050	816
Net amortization of premiums and discounts on short-term investments	1,284	409
Noncash interest expense	—	126
Changes in operating assets and liabilities:		
Research and development incentives receivable	(1,513)	(1,438)
Prepaid expenses and other current assets	(1,252)	(1,932)
Operating lease, right-of-use-asset	217	238
Finance lease, right-of-use-asset	1,214	1,188
Accounts payable	750	(1,198)
Accrued expenses and other current liabilities	1,293	2,023
Operating lease liabilities	(215)	(182)
Net cash used in operating activities	<u>(41,275)</u>	<u>(32,269)</u>
Cash flows from investing activities:		
Purchases of property, plant and equipment	(719)	(1,007)
Purchase of short-term investments	(111,356)	(196,535)
Proceeds from sales and maturities of short-term investments	128,015	103,618
Net cash provided by (used in) investing activities	<u>15,940</u>	<u>(93,924)</u>
Cash flows from financing activities:		
Proceeds from long-term debt, net of debt issuance costs	—	(100)
Proceeds from issuance of common stock in follow-on public offering, net of underwriting fees and discounts	—	74,883
Proceeds from issuance of prefunded warrants to purchase common stock, net of underwriting fees and discounts	—	32,900
Payment of issuance costs	—	—
Principal payment of finance lease obligation	(114)	(42)
Proceeds from exercise of stock options	2,384	1,838
Net cash provided by financing activities	<u>2,270</u>	<u>109,479</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	516	540
Net increase (decrease) in cash, cash equivalents and restricted cash	<u>(22,549)</u>	<u>(16,174)</u>
Cash, cash equivalents and restricted cash at beginning of period	184,154	61,136
Cash, cash equivalents and restricted cash at end of period	<u>\$ 161,605</u>	<u>\$ 44,962</u>
Supplemental disclosure of cash flow information:		
Cash paid during the period for interest	\$ —	\$ 445
Cash paid for income taxes, net	\$ 43	\$ —
Supplemental disclosure of non-cash investing and financing activities:		
Purchases of property and equipment included in accounts payable	177	79
Lease assets obtained in exchange for new operating lease liabilities	—	1,580

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

REPLIMUNE GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except share and per share amounts)
(Unaudited)

1. Nature of the business

Replimune Group, Inc. (the “Company”) is a clinical-stage biotechnology company focused on the development of oncolytic immunotherapies to treat cancer. Replimune Group, Inc., whose predecessor was founded in 2015, is the parent company of its wholly owned, direct and indirect subsidiaries: Replimune Limited (“Replimune UK”); Replimune, Inc. (“Replimune US”); Replimune Securities Corporation; and Replimune (Ireland) Limited.

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, dependence on key personnel, protection of proprietary technology, compliance with government regulations and the ability to secure additional capital to fund operations. Product candidates currently under development will require significant additional research and development efforts, including preclinical and clinical testing and regulatory approval, prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel and infrastructure and extensive compliance and reporting capabilities. Even if the Company’s product development efforts are successful, it is uncertain when, if ever, the Company will realize significant revenue from product sales.

Basis of presentation

The accompanying consolidated financial statements have been prepared on the basis of continuity of operations, realization of assets and the satisfaction of liabilities and commitments in the ordinary course of business. The Company has incurred recurring losses since its inception, including net losses of \$29,355 and \$20,095 for the three months ended September 30, 2021 and 2020, respectively and net losses of \$56,666 and \$37,588 for the six months ended September 30, 2021 and 2020, respectively. In addition, as of September 30, 2021, the Company had an accumulated deficit of \$249,834. The Company expects to continue to generate operating losses for the foreseeable future. As of the issuance date of these consolidated financial statements, the Company expects that its cash and cash equivalents and short-term investments will be sufficient to fund its operating expenses and capital expenditure requirements through at least 12 months from the issuance of these consolidated financial statements.

Impact of the COVID-19 coronavirus

In December 2019, a novel strain of coronavirus, which causes the disease known as COVID-19, was reported to have surfaced in Wuhan, China. Since then, COVID-19 coronavirus has spread globally. In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic and the U.S. government imposed travel restrictions on travel between the United States, Europe and certain other countries. The impact of this pandemic has been, and may continue to be, extensive in many aspects of society, which has resulted, and may continue to result, in significant disruptions to the global economy as well as businesses and capital markets around the world.

In response to public health directives and orders and to help minimize the risk of the virus to employees, the Company has taken precautionary measures, including implementing work-from-home policies for the Company’s employees, other than those in its laboratory, those performing manufacturing functions and certain other employees as deemed appropriate from time to time. For those employees, the Company has implemented stringent safety measures designed to comply with applicable federal, state and local guidelines instituted in response to the COVID-19 pandemic. The Company continues to evolve its work-from-home policies toward return-to-office policies, as applicable under the circumstances while following local, state and federal guidelines and safety practices. The Company has taken these and other precautionary steps while maintaining business continuity in order to continue to progress its programs. While there has been no prolonged material disruption to the Company’s business to date, the impact of the virus, including work-from-home policies, may negatively impact productivity, disrupt the Company’s business, and delay its preclinical research and clinical trial activities and its development program timelines, the magnitude of which will depend, in part, on the length and severity of the restrictions and other limitations on the Company’s ability to conduct its business in the ordinary course. Other impacts to the Company’s business may include temporary closures of its suppliers and disruptions or restrictions on its employees’ ability to travel. Any prolonged material disruption to the Company’s employees or suppliers could adversely impact the Company’s preclinical research and clinical trial activities, financial condition and results of operations, including its ability to obtain financing.

2. Summary of significant accounting policies

Principles of consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include the accounts of the Company and its direct and indirect wholly owned subsidiaries, Replimune UK, Replimune US, Replimune Securities Corporation and Replimune (Ireland) Limited after elimination of all intercompany accounts and transactions.

Use of estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting periods. Significant estimates and assumptions reflected in these consolidated financial statements include, but are not limited to, the accrual for research and development expenses and the valuation of stock-based awards. The Company bases its estimates on historical experience, known trends and other market-specific or other relevant factors that it believes to be reasonable under the circumstances.

The full extent to which the COVID-19 pandemic, including evolving COVID-19 viral strains, will directly or indirectly impact our business, results of operations and financial condition, including, expenses, research and development costs and employee-related amounts, will depend on future developments that are highly uncertain, including as a result of new information that may emerge concerning COVID-19 and the actions taken to contain it or treat COVID-19. We have made estimates of the impact of COVID-19 within our financial statements and there may be changes to those estimates in future periods.

Estimates are periodically reviewed in light of reasonable changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates or assumptions.

Unaudited interim financial information

The accompanying consolidated balance sheet as of September 30, 2021, the consolidated statements of operations, of comprehensive loss and of stockholders' equity for the three and six months ended September 30, 2021 and 2020 and the consolidated statements of cash flows for the six months ended September 30, 2021 and 2020 are unaudited. The unaudited interim consolidated financial statements have been prepared on the same basis as the audited annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair presentation of the Company's financial position as of September 30, 2021 and the results of its operations for the three and six months ended September 30, 2021 and 2020 and its cash flows for the six months ended September 30, 2021 and 2020. The financial data and other information disclosed in these consolidated notes related to the three and six months ended September 30, 2021 and 2020 are unaudited. The results for the three and six months ended September 30, 2021 are not necessarily indicative of results to be expected for the year ending March 31, 2022, any other interim periods or any future year or period. The financial information included herein should be read in conjunction with the financial statements and notes in the Company's Annual Report on Form 10-K for the year ended March 31, 2021, which was filed with the Securities and Exchange Commission on May 20, 2021.

During the three and six months ended September 30, 2021, there have been no changes to the Company's significant accounting policies as described in the Company's Annual Report on Form 10-K for the year ended March 31, 2021 which was filed with the Securities and Exchange Commission on May 20, 2021, except as described below.

Recently adopted accounting pronouncements

In December 2019, the Financial Accounting Standards Board ("FASB") issued ASU No. 2019-12 *Income Taxes (Topic 740)-Simplifying the Accounting for Income Taxes (ASU 2019-12)*, which is intended to simplify the accounting for income taxes. ASU 2019-12 removes certain exceptions related to the approach for intraperiod tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences. ASU 2019-12 also amends other aspects of the guidance to help simplify and promote consistent application of GAAP. The new standard was effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. We adopted ASU 2019-12 effective April 1, 2021. The adoption of ASU 2019-12 did not have a material impact on our consolidated financial statements.

Recently issued accounting pronouncements

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments- Credit Losses (Topic 326)*. The standard changes how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. Financial assets measured at amortized cost will be presented at the net amount expected to be collected by using an allowance for credit losses. In April 2019, the FASB issued ASU No. 2019-04, *Codification Improvements to Topic 326, Financial Instruments - Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments*, which clarifies and corrects certain unintended applications of the guidance contained in each of the amended Topics. Additionally, in May 2019, the FASB issued ASU No. 2019-05, *Financial Instruments - Credit Losses (Topic 326)*, which provides an option to irrevocably elect to measure certain individual financial assets at fair value instead of amortized cost. The standard is effective for fiscal years and interim periods beginning after December 15, 2022. Early adoption is permitted for all periods beginning after December 15, 2018. The adoption of ASU 2016-13 is not expected to have a material impact on the Company's consolidated financial statements.

3. Fair value of financial assets and liabilities

The following tables present information about the Company's financial assets and liabilities measured at fair value on a recurring basis:

	Fair Value Measurements as of September 30, 2021 Using:			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	\$ —	\$ 128,906	\$ —	\$ 128,906
US Government Agency bonds	—	36,712	—	36,712
US Treasury bonds	—	239,090	—	239,090
	<u>\$ —</u>	<u>\$ 404,708</u>	<u>\$ —</u>	<u>\$ 404,708</u>
	Fair Value Measurements as of March 31, 2021 Using:			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	\$ —	\$ 150,734	\$ —	\$ 150,734
US Government Agency bonds	—	67,012	—	67,012
US Treasury bonds	—	226,772	—	226,772
	<u>\$ —</u>	<u>\$ 444,518</u>	<u>\$ —</u>	<u>\$ 444,518</u>

The underlying securities held in the money market funds held by the Company are all government backed securities.

During the three and six months ended September 30, 2021 and 2020, there were no transfers between levels.

Valuation of cash equivalents and short-term investments

Money market funds, U.S. Government Agency bonds and U.S. Treasury bonds were valued by the Company using quoted prices in active markets for similar securities, which represent a Level 2 measurement within the fair value hierarchy. Cash equivalents consisted of money market funds at September 30, 2021 and March 31, 2021.

4. Short-term investments

Short-term investments by investment type consisted of the following:

	September 30, 2021			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
US Government agency bonds	\$ 36,714	\$ 3	\$ (5)	\$ 36,712
US Treasury bonds	239,083	24	(17)	239,090
	<u>\$ 275,797</u>	<u>\$ 27</u>	<u>\$ (22)</u>	<u>\$ 275,802</u>

	March 31, 2021			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
US Government agency bonds	67,017	12	(17)	67,012
US Treasury bonds	226,722	55	(5)	226,772
	<u>\$ 293,739</u>	<u>\$ 67</u>	<u>\$ (22)</u>	<u>\$ 293,784</u>

5. Property, plant and equipment, net

Property, plant and equipment, net consisted of the following:

	September 30, 2021	March 31, 2021
Office equipment	\$ 834	\$ 830
Computer equipment	1,709	1,695
Plant and laboratory equipment	7,147	6,369
Leasehold improvements	784	784
Construction in progress	402	412
	<u>10,876</u>	<u>10,090</u>
Less: Accumulated depreciation and amortization	(3,698)	(2,648)
	<u>\$ 7,178</u>	<u>\$ 7,442</u>

Depreciation and amortization expense was \$532 and \$1,050 for the three and six months ended September 30, 2021, respectively, and \$425 and \$816 for the three and six months ended September 30, 2020, respectively. Depreciation and amortization expense are recorded within research and development and general and administrative expenses in the consolidated statement of operations.

6. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consisted of the following:

	September 30, 2021	March 31, 2021
Accrued research and development costs	\$ 5,004	\$ 3,862
Accrued compensation and benefits costs	3,615	3,952
Accrued professional fees	471	407
Other	901	514
	<u>\$ 9,991</u>	<u>\$ 8,735</u>

7. Long-term debt

For the periods ended September 30, 2021 and March 31, 2021, there are no debt balances outstanding.

Hercules Loan Agreement

On August 8, 2019, (the "Closing Date") the Company and certain of its affiliates entered into a Loan and Security Agreement (as amended, the "Hercules Loan Agreement") with Hercules Capital, Inc. ("Hercules") pursuant to which Hercules agreed to make available to the Company a secured term loan facility in the amount of \$30,000 (the "Term Loan Facility"), subject to certain terms and conditions. The Company borrowed \$10,000 under the Hercules Loan Agreement in one advance as a single tranche term loan on the Closing Date upon which the Company paid a \$225 facility charge and incurred \$130 in additional closing and legal fees.

On June 1, 2020, the Company entered into the First Amendment to the Hercules Loan Agreement (the "Hercules First Amendment"), to, among other things, increase the aggregate principal amount of the secured term loan facility from \$30,000 to \$40,000. Pursuant to the Hercules First Amendment, subject to the achievement of certain milestones, the Company could have borrowed three tranches of up to \$10,000 between October 1, 2020 and December 15, 2020, July 1, 2020 and June 30, 2021, and July 1, 2021 and December 15, 2021, respectively. The Company incurred \$100 in additional closing and legal fees in connection with Hercules First Amendment which were capitalized and were amortized as part of the effective yield.

On December 15, 2020, the Company entered into a payoff letter with respect to the Hercules Loan Agreement (the "Payoff Letter"), which resulted in a loss on extinguishment of debt of \$913 including both cash and non-cash expense. Pursuant to the Payoff Letter, the Company paid a total of \$10,839 to Hercules, representing \$10,000 in outstanding principal, \$495 end of term charge, \$300 early termination fee and \$44 in accrued interest. In connection with the execution of the Payoff Letter and the repayment of the Company's outstanding obligations under the Hercules Loan Agreement, the Hercules Loan Agreement and the related loan documents were terminated.

The Term Loan Facility was secured by substantially all of the Company's assets, but excluding its intellectual property, and subject to certain exceptions and exclusions. All liens on the Company's assets held by Hercules were released in connection with the execution of the Payoff Letter.

In connection with entering into the Hercules Loan Agreement and the Hercules First Amendment, the Company paid Hercules \$355 and \$100 of upfront fees, respectively. Such upfront fees included closing costs and legal fees associated with entering into the respective agreements, and were recorded as a debt discount.

The Company did not recognize any aggregate interest expense under the Hercules Loan Agreement during the three and six months ended September 30, 2021. During the three and six months ended September 30, 2020, the Company recognized aggregate interest expense under the Hercules Loan Agreement of \$286 and \$570, respectively, which included non-cash interest expense of \$63 and \$126, respectively. Non-cash interest expense related to the amortization of the debt discount was \$0 during the three and six months ended September 30, 2021 and \$29 and \$56, respectively, during the three and six months ended September 30, 2020. The accretion of the final payment was \$0 for the three and six months ended September 30, 2021 and \$34 and \$70 for the three and six months ended September 30, 2020, respectively.

8 Stockholders' equity

Common stock

As of September 30, 2021 and March 31, 2021, the Company's certificate of incorporation, as amended and restated, authorized the Company to issue up to 150,000,000 shares of common stock, par value \$0.001 per share.

As of September 30, 2021 and March 31, 2021, the Company had reserved 16,875,800 and 14,572,115 shares of common stock for the exercise of outstanding stock options and the vesting of restricted share units, the number of shares remaining available for grant under the Company's 2018 Omnibus Incentive Compensation Plan and the Company's Employee Stock Purchase Plan (see Note 9) and the exercise of the outstanding warrants to purchase shares of common stock, respectively.

Undesignated preferred stock

As of September 30, 2021, the Company's certificate of incorporation, as amended and restated, authorized the Company to issue up to 10,000,000 shares of undesignated preferred stock, par value \$0.001 per share. There were no undesignated preferred shares issued or outstanding as of September 30, 2021.

ATM program

In August 2019, the Company entered into a Sales Agreement (as amended, the "2019 Sales Agreement") with SVB Leerink LLC (the "Agent"), pursuant to which the Company could sell, from time to time, at its option, up to an aggregate amount of \$75,000 of shares of the Company's common stock, \$0.001 par value per share, through the Agent, as the Company's sales agent. In June 2020, the 2019 Sales Agreement was amended to reduce the aggregate offering amount under the 2019 Sales Agreement from \$75,000 of shares to \$30,000 of shares.

On August 11, 2020, the 2019 Sales Agreement was terminated by the execution by the Company and the Agent of a new sales agreement, which was subsequently amended on October 21, 2020 (as amended, the "2020 Sales Agreement"). Under the 2020 Sales Agreement the Company may sell, from time to time, at its option, up to an aggregate of \$62,500 of shares of the Company's common stock, \$0.001 par value per share (the "Shares"), through the Agent, as the Company's sales agent.

Any Shares to be offered and sold under the 2020 Sales Agreement will be issued and sold (i) by methods deemed to be an "at the market offering" ("ATM") as defined in Rule 415(a)(4) promulgated under the Securities Act of 1933, as amended or in negotiated transactions, if authorized by the Company, and (ii) pursuant to, and only upon the effectiveness of, a registration statement on Form S-3 filed by the Company with the Securities and Exchange Commission on August 11, 2020 for an offering of up to \$350,000 of various securities, including shares of the Company's common stock, preferred stock, debt securities, warrants and/or units for sale to the public in one or more public offerings.

Subject to the terms of the 2020 Sales Agreement, the Agent will use reasonable efforts to sell the Shares from time to time, based upon the Company's instructions (including any price, time or size limits or other customary parameters or conditions the Company may impose). The Company cannot provide any assurances that it will issue any Shares pursuant to the 2020 Sales Agreement. The Company will pay the Agent a commission of up to 3.0% of the gross proceeds from the sale of the Shares, if any. The Company has also agreed to provide the Agent with customary indemnification rights.

The Company did not issue or sell any shares under the 2020 Sales Agreement during the quarter ended September 30, 2021 or during the year ended March 31, 2021.

Equity offerings

In November 2019, pursuant to an underwriting agreement (the "November 2019 Underwriting Agreement") with J.P. Morgan Securities LLC and SVB Leerink LLC, as representatives of the several underwriters named therein (the "November 2019 Underwriters"), the Company issued and sold to the November 2019 Underwriters (a) 4,516,561 shares of the Company's common stock (the "November 2019 Shares"), inclusive of the November 2019 Underwriters partially exercised 30-day option to purchase 838,530 shares of the Company's common stock, and (b) pre-funded warrants to purchase 2,200,000 shares of the Company's common stock (the "November 2019 Pre-Funded Warrants"). The November 2019 shares were sold to the November 2019 Underwriters (the "November 2019 Offering") at the public offering price of \$13.61 per share and the November 2019 Pre-Funded Warrants were sold at a public offering price of \$13.6099 per November 2019 Pre-Funded

Warrant, which represented the per share public offering price for the November 2019 Shares less a \$0.0001 per share exercise price for each such November 2019 Pre-Funded Warrant. The Company received aggregate net proceeds of approximately \$85,598 in the November 2019 Offering, after deducting underwriting discounts, commissions and other offering expenses payable by the Company of approximately \$5,814.

Funds affiliated with Redmile Group, LLC purchased all of the November 2019 Pre-Funded Warrants. The November 2019 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of November 2019 Pre-Funded Warrants may not exercise the November 2019 Pre-Funded Warrant if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of the Company's common stock outstanding immediately after giving effect to such exercise.

In June 2020, pursuant to an underwriting agreement (the "June 2020 Underwriting Agreement") with J.P. Morgan Securities LLC and SVB Leerink LLC, as representatives of the several underwriters named therein (the "June 2020 Underwriters"), the Company sold to the June 2020 Underwriters (a) 3,478,261 shares of the Company's common stock (the "June 2020 Shares"), inclusive of the June 2020 Underwriters fully exercised 30-day option to purchase 652,173 shares of the Company's common stock, and (b) pre-funded warrants to purchase 1,521,738 shares of the Company's common stock (the "June 2020 Pre-Funded Warrants"). The June 2020 Shares were sold to the June 2020 Underwriters at the public offering price of \$23.00 per share and the June 2020 Pre-Funded Warrants were sold at a public offering price of \$22.9999 per June 2020 Pre-Funded Warrant, which represented the per share public offering price for the June 2020 Shares less a \$0.0001 per share exercise price for each such June 2020 Pre-Funded Warrant. The Company received aggregate net proceeds of approximately \$107,782 after deducting underwriting discounts, commissions and other offering expenses payable by the Company of approximately \$7,217.

Funds affiliated with Redmile Group, LLC and funds affiliated with a second institutional investor purchased all of the June 2020 Pre-Funded Warrants. The June 2020 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of June 2020 Pre-Funded Warrants may not exercise the June 2020 Pre-Funded Warrants if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of the Company's common stock outstanding immediately after giving effect to such exercise. A holder of June 2020 Pre-Funded Warrants may increase or decrease this percentage up to 19.99% by providing at least 61 days' prior notice to the Company.

In October 2020, pursuant to an underwriting agreement with J.P. Morgan Securities LLC and SVB Leerink LLC, as representatives of the several underwriters named therein, the Company issued and sold to such underwriters (a) 5,625,000 shares of the Company's common stock, inclusive of the underwriters fully exercised 30-day option to purchase 937,500 shares of the Company's common stock, and (b) pre-funded warrants to purchase 1,562,500 shares of the Company's common stock (the "October 2020 Pre-Funded Warrants"). Such shares of the Company's common stock were sold to such underwriters at the public offering price of \$40.00 per share and the October 2020 Pre-Funded Warrants were sold at a public offering price of \$39.9999 per October 2020 Pre-Funded Warrant, which represented the per share public offering price for the Company's common stock less a \$0.0001 per share exercise price for each October 2020 Pre-Funded Warrant. The Company received aggregate net proceeds of approximately \$269,975 after deducting underwriting discounts, commissions and other offering expenses payable by the Company of approximately \$17,525.

Funds affiliated with Redmile Group, LLC and funds affiliated with a second institutional investor purchased all of the October 2020 Pre-Funded Warrants. The October 2020 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of October 2020 Pre-Funded Warrants may not exercise the October 2020 Pre-Funded Warrants if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of the Company's common stock outstanding immediately after giving effect to such exercise. A holder of October 2020 Pre-Funded Warrants may increase or decrease this percentage up to 19.99% by providing at least 61 days' prior notice to the Company.

Other than as set forth in Note 9 and Note 10 to these consolidated financial statements, the 5,284,238 Pre-Funded Warrants are not included in the number of issued and outstanding shares of the Company's common stock set forth herein. As of September 30, 2021, none of the November 2019 Pre-Funded Warrants, the June 2020 Pre-Funded Warrants, or the October 2020 Pre-Funded Warrants had been exercised.

9 Stock-based compensation

Stock-based compensation expense

Stock-based compensation expense was classified in the consolidated statements of operations as follows:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Research and development	\$ 2,227	\$ 1,298	\$ 4,685	\$ 2,297
General and administrative	4,086	1,503	7,878	2,972
	<u>\$ 6,313</u>	<u>\$ 2,801</u>	<u>\$ 12,563</u>	<u>\$ 5,269</u>

The following table summarizes stock-based compensation expense by award type for the three months ended September 30, 2021 and 2020:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Stock options	\$ 5,093	\$ 2,801	\$ 10,268	\$ 5,269
Restricted stock units	1,220	—	2,295	—
	<u>\$ 6,313</u>	<u>\$ 2,801</u>	<u>\$ 12,563</u>	<u>\$ 5,269</u>

2015 Enterprise Management Incentive Share Option Plan

The 2015 Enterprise Management Incentive Share Option Plan of Replimune UK (the “2015 Plan”) provided for Replimune UK to grant incentive stock options, non-statutory stock options, stock awards, stock units, stock appreciation rights and other stock-based awards. Incentive stock options were granted under the 2015 Plan only to the Company’s employees, including officers and directors who were also employees. Non-statutory stock options were granted under the 2015 Plan to employees, members of the board of directors, outside advisors and consultants of the Company.

2017 Equity Compensation Plan

In July 2017, in conjunction with reorganization by Replimune Limited, pursuant to which each shareholder thereof exchanged their outstanding shares in Replimune Limited for shares in Replimune Group, Inc., on a one-for-one basis (the “Reorganization”), the 2015 Plan was terminated, and all awards were cancelled with replacement awards issued under the 2017 Equity Compensation Plan (the “2017 Plan”). Subsequent to the Reorganization, no additional grants have been or will be made under the 2015 Plan and any outstanding awards under the 2015 Plan have continued, and will continue with their original terms. The Company concluded that the cancellation of the 2015 Plan and issuance of replacement awards under the 2017 Plan was a modification with no change in the material rights and preferences and therefore no recorded change in the fair value of each respective award.

The Company’s 2017 Plan provides for the Company to grant incentive stock options or non-statutory stock options, stock awards, stock units, stock appreciation rights and other stock-based awards. Incentive stock options were granted under the 2017 Plan only to the Company’s employees, including officers and directors who were also employees. Restricted stock awards and non-statutory stock options were granted under the 2017 Plan to employees, officers, members of the board of directors, advisors and consultants of the Company. The maximum number of common shares that may be issued under the 2017 Plan was 2,659,885, of which none remained available for future grants as of September 30, 2021. Shares with respect to which awards have expired, terminated, surrendered or cancelled under the 2017 Plan without having been fully exercised will be available for future awards under the 2018 Plan referenced below. In addition, shares of common stock that are tendered to the Company by a participant to exercise an award are added to the number of shares of common stock available for the grant of awards.

2018 Omnibus Incentive Compensation Plan

On July 9, 2018, the Company’s board of directors adopted, and the Company’s stockholders approved the 2018 Omnibus Incentive Compensation Plan (the “2018 Plan”), which became effective immediately prior to the effectiveness of the registration statement for the Company’s initial public offering. The 2018 Plan provides for the issuance of incentive stock options, non-qualified stock options, stock awards, stock units, stock appreciation rights and other stock-based awards. The

number of shares of common stock initially reserved for issuance under the 2018 Plan is 3,617,968 shares. If any options or stock appreciation rights, including outstanding options and stock appreciation rights granted under the 2017 Plan (up to 2,520,247 shares), terminate, expire, or are canceled, forfeited, exchanged, or surrendered without having been exercised, or if any stock awards, stock units or other stock-based awards, including outstanding awards granted under the 2017 Plan, are forfeited, terminated, or otherwise not paid in full in shares of common stock, the shares of the Company's common stock subject to such grants will be available for purposes of our 2018 Plan. The number of shares reserved for issuance under the 2018 Plan will increase automatically on the first day of each April equal to 4.0% of the total number of shares of Company stock outstanding on the last trading day in the immediately preceding fiscal year, or such lesser amount as determined by the Board. On April 1, 2021, the number of shares reserved for issuance under the 2018 Plan automatically increased by 2,074,028 shares pursuant to the terms of the 2018 Plan and based on total number of shares of Company stock outstanding on March 31, 2021, including the November 2019 Pre-Funded Warrants, the June 2020 Pre-Funded Warrants and the October 2020 Pre-Funded Warrants. On April 1, 2020, the number of shares reserved for issuance under the 2018 Plan automatically increased by 1,466,749 shares pursuant to the terms of the 2018 Plan. As of September 30, 2021, 1,846,546 shares remained available for future grants under the 2018 Plan.

The 2015 Plan, the 2017 Plan and the 2018 Plan was administered by the board of directors or, at the discretion of the board of directors, by a committee of the board of directors. However, the board of directors shall administer and approve all grants made to non-employee directors. The exercise prices, vesting and other restrictions are determined at the discretion of the board of directors, except that the exercise price per share of incentive stock options may not be less than 100% of the fair market value of the common stock on the date of grant (or 110% of fair value in the case of an award granted to employees who hold more than 10% of the total combined voting power of all classes of stock at the time of grant) and the term of stock options may not be greater than five years for an incentive stock option granted to a 10% stockholder and greater than ten years for all other options granted. Stock options awarded under both plans expire ten years after the grant date, unless the board of directors sets a shorter term. Vesting periods for both plans are determined at the discretion of the board of directors. Incentive stock options granted to employees and non-statutory options granted to employees, officers, members of the board of directors, advisors, and consultants of the Company typically vest over four years. In 2021 the board of directors initiated the award of restricted stock units ("RSUs"), under the 2018 Plan in addition to stock option awards available as part of the Company's equity incentive for employees, officers, advisors and consultants of the Company. The RSUs typically vest over four approximately equal annual installments with the first such installment occurring on a designated vesting date that is in closest proximity to the one year anniversary of the date of grant.

Employee Stock Purchase Plan

On July 9, 2018, the Company's board of directors adopted and the Company's stockholders approved the Employee Stock Purchase Plan (the "ESPP"), which became effective immediately prior to the effectiveness of the registration statement for the Company's IPO. The total shares of common stock initially reserved for issuance under the ESPP is limited to 348,612 shares. In addition, as of the first trading day of each fiscal year during the term of the ESPP (excluding any extensions), an additional number of shares of the Company's common stock equal to 1% of the total number of shares outstanding on the last trading day in the immediately preceding fiscal year, including the November 2019 Pre-Funded Warrants, the June 2020 Pre-Funded Warrants, and the October 2020 Pre-Funded Warrants, or 697,224 shares, whichever is less (or such lesser amount as determined by the Company's board of directors) will be added to the number of shares authorized under the ESPP. In accordance with the terms of the ESPP, on April 1, 2021 and 2020, the number of shares reserved for issuance under the ESPP automatically increased by 518,507 and 366,687 shares respectively, for a total of 1,550,375 shares reserved for the ESPP. If the total number of shares of common stock to be purchased pursuant to outstanding purchase rights on any particular date exceed the number of shares then available for issuance under the ESPP, then the plan administrator will allocate the available shares pro-rata and refund any excess payroll deductions or other contributions to participants. The Company's ESPP is not currently active.

Out-of-Plan Inducement Grant

In May 2021, the Company granted an equity award to a newly hired executive as a material inducement to enter into employment with the Company. The grant constitutes an "employment inducement grant" in accordance with Rule 5635(c)(4) of the Nasdaq Listing Rules and was issued outside of the 2018 Plan and each of the other stock incentive plans described above. The inducement grant included a nonqualified stock option to purchase up to 125,000 shares of the Company's common stock, as well as a restricted stock unit grant representing 88,333 shares of the Company's common stock. These stock option and restricted stock unit inducement grants have terms and conditions consistent with those set forth under the 2018 Plan and vest under the same respective vesting schedules as stock option and restricted stock unit awards granted under the 2018 Plan. The inducement grant is included in the stock option and RSU award tables below.

Stock option valuation

The fair value of stock option grants is estimated using the Black-Scholes option-pricing model. As the Company has limited company-specific historical and implied volatility information, the expected stock volatility is based on a combination of Replimune volatility and the historical volatility of a set of publicly traded peer companies. For options with service-based vesting conditions, the expected term of the Company's stock options has been determined utilizing the "simplified" method for awards that qualify as "plain-vanilla" options. The expected term of stock options granted to non-employees is equal to the contractual term of the option award. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve in effect at the time of grant of the award for time periods approximately equal to the expected term of the award. Expected dividend yield is based on the fact that the Company has never paid cash dividends and does not expect to pay any cash dividends in the foreseeable future.

The following table presents, on a weighted-average basis, the assumptions that the Company used to determine the grant-date fair value of stock options granted to employees and directors:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Risk-free interest rate	0.96 %	0.33 %	1.11 %	1.08 %
Expected term (in years)	6.1	6.1	6.0	6.4
Expected volatility	79.4 %	75.3 %	80.2 %	74.6 %
Expected dividend yield	0 %	0 %	0 %	0 %

Stock options

The following table summarizes the Company's stock option activity:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding as of March 31, 2021	6,460,184	\$ 13.26	7.95	\$ 116,193
Granted	1,309,087	\$ 32.49		
Exercised	(288,850)	\$ 8.26		\$ 7,104
Cancelled	(482,324)	\$ 23.10		
Outstanding as of September 30, 2021	6,998,097	\$ 16.38	7.63	\$ 100,863
Options exercisable as of March 31, 2021	2,698,708	\$ 8.38	6.79	\$ 59,717
Options exercisable as of September 30, 2021	3,573,726	\$ 9.54	6.54	\$ 71,819

As of September 30, 2021, there was \$47.2 million of unrecognized compensation cost related to unvested common stock options, which is expected to be recognized over a weighted average period of 2.65 years.

The weighted average grant-date fair value of stock options granted during the six months ended September 30, 2021 and 2020 was \$22.25 and \$8.28, respectively. The aggregate intrinsic value of stock options exercised during the six months ended September 30, 2021 was \$7.1 million.

Restricted stock units

A summary of the changes in the Company's RSUs during the three months ended September 30, 2021 is as follows:

	Number of Restricted Shares	Weighted Average Grant Date Fair Value
Outstanding as of March 31, 2021	15,975	34.15
Granted	713,571	32.76
Vested	—	—
Cancelled	(30,346)	31.66
Outstanding as of September 30, 2021	699,200	32.84

As of September 30, 2021, there was \$20.7 million of unrecognized compensation cost related to unvested restricted stock units, which is expected to be recognized over a weighted average period of 3.63 years. As of March 31, 2021, there was \$0.5 million of unrecognized compensation cost related to unvested restricted stock units.

10 Net loss per share

Basic and diluted net loss per share attributable to common stockholders was calculated as follows:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Numerator:				
Net loss attributable to common stockholders	\$ (29,355)	\$ (20,095)	\$ (56,666)	\$ (37,588)
Denominator:				
Weighted average common shares outstanding, basic and diluted	52,081,325	44,015,786	51,962,795	41,950,401
Net loss per share attributable to common stockholders, basic and diluted	\$ (0.56)	\$ (0.46)	\$ (1.09)	\$ (0.90)

The November 2019 Pre-Funded Warrants, the June 2020 Pre-Funded Warrants and the October 2020 Pre-Funded Warrants are included as outstanding common stock in the calculation of basic and diluted net loss per share attributable to common stockholders.

The Company's potentially dilutive securities, which include stock options and warrants to purchase shares of common stock that resulted from the conversion of warrants to purchase shares of series seed preferred stock existing before the Company's IPO, have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to common stockholders 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 stockholders for the periods indicated because including them would have had an anti-dilutive effect:

	Three and Six Months Ended September 30,	
	2021	2020
Options to purchase common stock	6,998,097	6,665,346
Warrants to purchase common stock	497,344	497,344
	7,495,441	7,162,690

11 Significant agreements

Agreement with Bristol-Myers Squibb Company

In February 2018, the Company entered into an agreement with Bristol-Myers Squibb Company (“BMS”). Pursuant to the agreement, BMS will provide to the Company, at no cost, a compound for use in the Company’s ongoing clinical trial of RP1. Under the agreement, the Company will sponsor, fund and conduct the clinical trial in accordance with an agreed-upon protocol. BMS granted the Company a non-exclusive, non-transferrable, royalty-free license (with a right to sublicense) under its intellectual property to its compound in the clinical trial and agreed to supply its compound, at no cost to the Company, for use in the clinical trial. In January 2020, this agreement was expanded to cover an additional cohort of 125 patients with anti-PD-1 failed melanoma.

Unless earlier terminated, the agreement will remain in effect until (i) the completion of the clinical trial, (ii) all related clinical trial data have been delivered to both parties and (iii) the completion of any statistical analyses and bioanalyses contemplated by the clinical trial protocol or any analysis otherwise agreed upon by the parties. The agreement may be terminated by either party (x) in the event of an uncured material breach by the other party, (y) in the event the other party is insolvent or in bankruptcy proceedings or (z) for safety reasons. Upon termination, the licenses granted to the Company to use BMS’s compound in the clinical trial will terminate.

In April 2019, the Company entered into a separate agreement with BMS on terms similar to the terms set forth in the agreement described above, pursuant to which BMS will provide to the Company, at no cost, nivolumab for use in the Company’s Phase 1 clinical trial of RP2 in combination with nivolumab.

Agreement with Regeneron Pharmaceuticals, Inc.

In May 2018, the Company entered into an agreement with Regeneron Pharmaceuticals, Inc. (“Regeneron”). The Company and Regeneron are each independently developing compounds for the treatment of certain tumor types. Pursuant to the agreement, the Company and Regeneron will undertake one or more clinical trials using a combination of the compounds being developed by each entity. Under the agreement, each study will be conducted under terms set out in a separately agreed upon study plan that will identify the name of the sponsor and which party will manage the particular clinical trial, and include the protocol, the budget and a schedule of clinical obligations. In June 2018, under the terms of the agreement between the Company and Regeneron, the parties agreed to the first study plan. The Company and Regeneron have agreed to the protocol, budget, sample testing and clinical obligations schedule under the study plan. Development and supply costs associated with the study plan will be split equally between the Company and Regeneron.

Pursuant to the terms of the agreement, each party granted the other party a non-exclusive license under its respective intellectual property and agreed to contribute the necessary resources needed to fulfill its respective obligations, in each case, under the terms of the agreed-upon or to-be agreed upon study plans. Development costs of a particular clinical trial will be split equally between the Company and Regeneron in accordance with the agreed upon study plan.

The agreement may be terminated by either party if (i) there is no active study plan for which a final study report has not been completed and the parties have not entered into a study plan for an additional clinical trial within a period of time after the delivery of the most recent final study report or (ii) in the event of a material breach.

The agreement with Regeneron is accounted for under ASC 808, *Collaborative Arrangements* (“ASC 808”), as both parties are active participants and each party pays its own compound costs and share equally in development costs. The Company will account for costs incurred as part of the study, including costs to supply compounds for use in the study, as research and development expenses within the consolidated statement of operations. The Company will recognize any amounts received from Regeneron in connection with this agreement as an offset to research and development expense within the consolidated statement of operations.

Under the terms of the agreement, on a quarterly basis the Company and Regeneron true-up costs of the study and make corresponding payments to the party that incurred the majority of the costs. During the three and six months ended September 30, 2021 and 2020, the Company did not make any payments to Regeneron under the terms of the agreement. As of September 30, 2021 and March 31, 2021, the Company recorded \$1.6 million and \$1.3 million of receivables from Regeneron in connection with this agreement in prepaid expenses and other current assets in the consolidated balance sheet, respectively.

12 Commitments and contingencies

Leases

The Company leases real estate assets and equipment, and determination if an arrangement is a lease occurs at inception. For leases with terms greater than 12 months, the Company records a related right-of-use (“ROU”) asset and lease

liability at the present value of lease payments over the term. Many leases include fixed rental escalation clauses, renewal options and/or termination options that are factored into the determination of lease payments when appropriate. The Company's leases do not provide an implicit rate, and thus the Company estimated the incremental borrowing rate in calculating the present value of the lease payments. The Company has elected not to record a ROU asset and lease obligation for short-term leases (with terms less than 12 months) or separate non-lease components from associated lease components for its real estate lease assets. As a result, all contract consideration is allocated to the single lease component.

The Company's leases have remaining lease terms of eight years to eighteen years. Some of our leases include one or more options to renew with renewal terms that can extend the lease for additional years, or options to terminate the leases, both at the Company's discretion. The Company's lease terms include options to extend or terminate leases when the Company concludes it is reasonably certain that it would exercise those options. Lease expense for minimum lease payments is recognized on a straight-line basis based on the fixed components of a lease arrangement. The Company amortizes this expense over the term of the lease beginning with the date of initial possession, which is the date the Company can enter the leased space and begin to make improvements in preparation for its intended use. Variable lease components represent amounts that are not fixed in nature and are not tied to an index or rate, and are recognized as incurred.

The table below presents the lease-related assets and liabilities recorded on the consolidated balance sheet as of September 30, 2021:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Lease cost				
Finance lease costs:				
Amortization of right-to-use asset	\$ 607	\$ 607	\$ 1,214	\$ 1,214
Interest on lease liabilities	557	562	1,115	1,123
Operating lease costs	245	237	487	467
Total lease cost	\$ 1,409	\$ 1,406	\$ 2,816	\$ 2,804

The Company incurred finance lease amortization costs of \$607 and \$1,214 for the three and six months ended September 30, 2021, respectively, of which \$517 and \$1,035 are recognized in research and development expenses. For the three and six months ended September 30, 2020, the Company incurred finance lease amortization costs of \$607 and \$1,214, respectively, of which \$518 and \$1,035 are recognized in research and development costs. In addition, the Company incurred interest expense on finance leases of \$557 and \$1,115, respectively, for the three and six months ended September 30, 2021, of which \$468 and \$936 are recognized in research and development. For the three and six months ended September 30, 2020, the Company incurred \$562 and \$1,123 of interest expense on finance leases, of which \$471 and \$942 are recognized in research and development. For the three and six months ended September 30, 2021, the Company recognized \$89 and \$178 of operating lease costs within general and administrative expenses. For the three and six months ended September 30, 2020, the Company recognized \$89 and 179 of operating lease costs within general and administrative expenses. The following table summarizes the maturity of the Company's lease liabilities on an undiscounted cash flow basis and a reconciliation to the operating and financing lease liabilities recognized on our balance sheet as of September 30, 2021:

	September 30, 2021		
	Operating leases	Financing lease	Total
2022 (remaining six months)	\$ 482	\$ 1,259	\$ 1,741
2023	971	2,562	3,533
2024	981	2,639	3,620
2025	990	2,718	3,708
2026	999	2,799	3,798
Thereafter	4,023	40,905	44,928
Total lease payments	8,446	52,882	61,328
Less: interest	2,657	25,764	28,421
Total lease liabilities	\$ 5,789	\$ 27,118	\$ 32,907

The following table provides lease disclosure as of September 30, 2021 and March 31, 2021:

	September 30, 2021	March 31, 2021
Leases		
Right-to-use operating lease asset	\$ 5,491	\$ 5,751
Right-to-use finance lease asset	43,308	44,522
Total lease assets	<u>\$ 48,799</u>	<u>\$ 50,273</u>
Operating lease liabilities, current	\$ 967	\$ 970
Finance lease liabilities, current	2,524	2,487
Operating lease liabilities, non-current	4,822	5,078
Finance lease liabilities, non-current	24,594	24,745
Total lease liabilities	<u>\$ 32,907</u>	<u>\$ 33,280</u>

The following table provides lease disclosure for the six months ended September 30, 2021 and 2020:

	Six Months Ended September 30,	
	2021	2020
Other information		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 487	\$ 391
Operating cash flows from finance leases	\$ 1,115	\$ 1,122
Financing cash flows from finance leases	\$ 114	\$ 42
Right-to-use asset obtained in exchange for new operating lease liabilities	\$ —	\$ 1,580
Weighted-average remaining lease term - operating leases	8.3	9.3
	years	years
Weighted-average remaining lease term - financing leases	17.8	18.8
	years	years
Weighted-average discount rate - operating leases	9.8 %	9.6 %
Weighted-average discount rate - financing leases	8.3 %	8.3 %

The variable lease costs and short-term lease costs were insignificant for three and six months ended September 30, 2021 and 2020.

Manufacturing commitments

The Company has entered into an agreement with a contract manufacturing organization to provide clinical trial products. As of September 30, 2021 and March 31, 2021, the Company had committed to minimum payments under these arrangements totaling \$1,266 and \$1,651, respectively, through March 31, 2022.

Indemnification agreements

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, business partners and other parties with respect to certain matters including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with members of its executive management team and its board of directors that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is, in many cases, unlimited. To date, the Company has not incurred any material costs as a result of such indemnifications. The Company is not aware of any claims under indemnification arrangements, and therefore it has not accrued any liabilities related to such obligations in its consolidated financial statements as of September 30, 2021 or March 31, 2021.

Legal proceedings

The Company is not a party to any litigation and does not have contingency reserves established for any litigation liabilities.

13 Geographic information

The Company operates in two geographic regions: the United States (Massachusetts) and the United Kingdom (Oxfordshire). Information about the Company's long-lived assets held in different geographic regions is presented in the tables below:

	September 30, 2021	March 31, 2021
United States	\$ 6,514	\$ 6,610
United Kingdom	664	556
	<u>\$ 7,178</u>	<u>\$ 7,166</u>

14 Subsequent Events

On November 2, 2021, Replimune Limited entered into a lease agreement with MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited for the lease of approximately 2,951 rentable square feet located at 71 Innovation Drive, Milton Park, Abingdon, Oxfordshire, United Kingdom. The Premises are adjacent to the Company's existing facility in Oxfordshire, United Kingdom and will be used for research and development, laboratory and office space. The lease commenced on November 1, 2021, with rental payments scheduled to commence on February 1, 2022 and to continue for approximately 4 years and 9 months thereafter. The Company's base rent obligation will be eighty-two thousand pounds (£82,000) per annum.

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 consolidated financial statements and related notes appearing in Part I, Item 1 of this Quarterly Report on Form 10-Q, or this Quarterly Report, and with our audited consolidated financial statements and notes thereto for the year ended March 31, 2021, included in our Annual Report on Form 10-K for the fiscal year ended March 31, 2021.

In addition to historical information, some of the statements contained in this discussion and analysis or set forth elsewhere in this Quarterly Report, including information with respect to our plans and strategy for our business, constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. We have based these forward-looking statements on our current expectations and projections about future events. The following information and any forward-looking statements should be considered in light of factors discussed elsewhere in this Quarterly Report, particularly including those risks identified in Part II, Item 1A “Risk factors” and our other filings with the Securities Exchange Commission, or SEC.

We caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity, and the development of the industry in which we operate may differ materially from the forward-looking statements contained in this Quarterly Report. Statements made herein are as of the date of the filing of this Quarterly Report with the SEC and should not be relied upon as of any subsequent date. Even if our results of operations, financial condition and liquidity, and the development of the industry in which we operate are consistent with the forward-looking statements contained in this Quarterly Report, they may not be predictive of results or developments in future periods. We disclaim any obligation, except as specifically required by law and the rules of the SEC, to publicly update or revise any such statements to reflect any change in our expectations or in events, conditions or circumstances on which any such statements may be based or that may affect the likelihood that actual results will differ from those set forth in the forward-looking statements.

Overview

General

We are a clinical-stage biotechnology company committed to applying our leading expertise in the field of oncolytic immunotherapy to transform the lives of cancer patients. We use our proprietary Immulytic platform to design and develop product candidates that are intended to maximally activate the immune system against cancer.

Oncolytic immunotherapy is an emerging drug class, which we intend to establish as the second cornerstone of immune-based cancer treatments, alongside checkpoint blockade. Oncolytic immunotherapy exploits the ability of certain viruses to selectively replicate in and directly kill tumors, as well as induce a potent, patient-specific, anti-tumor immune response. Our product candidates incorporate multiple mechanisms of action into a practical “off-the-shelf” approach that is intended to maximize the immune response against a patient’s cancer and to offer significant advantages over personalized vaccine approaches. We believe that the bundling of multiple approaches for the treatment of cancer into single therapies will simplify the development path of our product candidates, while also improving patient outcomes at a lower cost to the healthcare system than the use of multiple different drugs.

The foundation of our Immulytic platform consists of a proprietary, engineered strain of herpes simplex virus 1, or HSV-1, that has been “armed” with a fusogenic glycoprotein intended to substantially increase anti-tumor activity. Our Immulytic platform enables us to incorporate various genes into HSV-1 that are intended to further augment the inherent properties of HSV-1 in order to both directly destroy tumor cells and induce an anti-tumor immune response. We currently have three product candidates in our development pipeline, RP1 (vusolimogene oderparepvec), our lead product candidate, RP2 and RP3. Although our fiscal year runs from April 1st - March 31st, our programs and program updates are reported on a calendar year basis.

Our current product candidate pipeline is summarized in the table below:



We are conducting a number of clinical trials of RP1, both as a monotherapy and in combination with anti-PD-1 therapy, with a focus on immune-responsive tumors, including anti-PD-1 failed patients with these tumor types. We are actively enrolling patients in the CERPASS trial, a global randomized, Phase 2 clinical trial of RP1 in cutaneous squamous cell carcinoma, or CSCC, RP1’s lead indication in collaboration with our partner Regeneron. CERPASS is a registration-directed clinical trial evaluating RP1 in combination with cemiplimab, an anti-PD-1 therapy developed by Regeneron, versus cemiplimab alone. CERPASS includes two independent primary endpoints, complete response (CR) rate and overall response rate (ORR), and a sample size of 180 patients. Regeneron has granted to us a non-exclusive royalty-free license to cemiplimab for use in this trial, is funding one-half of the clinical trial costs, and is supplying cemiplimab at no cost. If this clinical trial generates compelling clinical data demonstrating the benefits of the combined treatment, we believe the data could support a filing with regulatory authorities seeking marketing approval. We expect to complete enrollment in mid-year 2022 and for the primary data read-out to be triggered in late 2022.

We continue our collaboration with BMS under which it has granted us a non-exclusive, royalty-free license to, and is supplying at no cost, its anti-PD-1 therapy, nivolumab, for use in combination with RP1 in our multi-cohort Phase 1/2 IGNYTE clinical trial. This trial includes a registration directed Phase 2 cohort enrolling 125 patients with anti-PD-1 failed cutaneous melanoma who are being treated with RP1 in combination with nivolumab. We initiated this cohort after completing enrollment in a prior Phase 2 cohort in the same clinical trial of approximately 30 patients with melanoma, which demonstrated the safety and clinical activity of the combination of RP1 and nivolumab in patients with melanoma who failed prior anti-PD-1 when given alone or in combination with CTLA-4 blockade. In March 2021 we held a Type B meeting with the United States Federal Drug Administration (the "FDA") to discuss the design of this cohort in the IGNYTE trial. In this meeting, the FDA expressed its view that while a randomized controlled clinical trial would always be preferred for registration purposes, in this patient population with no clear standard of care, if the clinical data is sufficiently compelling then the data could be considered for submission by the FDA under the accelerated approval pathway. The FDA also indicated that as is required under the FDA's accelerated approval pathway, we would need to conduct a randomized confirmatory trial. We intend to discuss the design of the confirmatory trial with the FDA prior to a BLA submission. We expect to complete enrollment in mid-year 2022 and release initial interim data from this cohort in late 2022. In order to document sufficient durability of response, an important secondary endpoint of the study, the timing of the primary analysis upon which a filing is intended to be made is expected to be triggered in mid-year 2023. In connection with a presentation at SITC in October 2020 we announced updated clinical data from the IGNYTE Phase 1/2 clinical trial evaluating RP1 in combination with nivolumab from the cohorts of patients with melanoma and non-melanoma skin cancers. As reported, RP1 in combination with nivolumab has continued to be well tolerated, and we believe demonstrates continued promising anti-tumor activity in patients with skin cancers, including in patients with anti-PD-1 failed melanoma, and in patients with CSCC. In June 2021 we presented a data update from these cohorts of RP1 in combination with nivolumab that showed compelling depth and durability of response and which we believe strongly supports these ongoing studies in CSCC and anti-PD-1 failed melanoma.

We continue to enroll patients in other IGNYTE Phase 2 cohorts under our collaboration with BMS in which we are evaluating RP1 in combination with nivolumab. Currently, enrollment is ongoing in a 60 patient cohort with non-melanoma

skin cancer, or NMSC, (including the recent addition of 30 patients who have failed prior anti-PD-1 therapy); a 30 patient anti-PD-1 failed cohort with MSI-H/dMMR tumors and a 30 patient cohort with anti-PD(L)-1 failed non-small cell lung cancer, or NSCLC. We have completed enrollment in the original 30 NMSC patient cohort (anti-PD-1 naïve) of RP1 in combination with nivolumab and continue to enroll patients with anti-PD-1 failed NMSC. We expect to provide updated data from the NMSC anti-PD-1 naïve patients and initial data from the NMSC anti-PD-1 failed patients in the first quarter of 2022. Due to development challenges in the anti-PD-1 naïve setting for our cohort with MSI-H/dMMR tumors we have decided to not pursue RP1 in combination with nivolumab for this cohort but instead enroll patients with anti-PD-1 failed disease, for which a protocol amendment was made in the third quarter of 2021. As previously reported, dosing is underway in our 30 patient cohort of RP1 in combination with nivolumab in anti-PD(L)-1 failed NSCLC. A recently filed amendment to the IGNUYTE protocol includes modifications to the patient eligibility criteria for this NSCLC cohort which are expected to enhance enrollment into this cohort of the clinical trial. We had expected to provide initial data from our NSCLC cohort of RP1 in combination with nivolumab in the first quarter of 2022, however, the changes we have made to facilitate enrollment are not expected to take effect in time to meet prior guidance and initial data is now expected to be released later in 2022.

We also have open for enrollment a Phase 1b/2 clinical trial of single agent RP1 in solid organ transplant recipients with skin cancers, including CSCC, or ARTACUS or the ARTACUS trial, which we believe to be potentially registrational (in its own right or, subject to discussion with regulatory authorities, following enrollment of additional patients, including as a potential label expansion after an initial approval of RP1 in a different indication). We are currently enrolling patients in this clinical trial to assess the safety and efficacy of RP1 in liver and kidney transplant recipients with recurrent skin cancers. The protocol has been amended to enroll up to 65 patients with potentially registrational intent. While enrollment in this clinical trial has been impacted by COVID-19, as the patient population is severely immune-compromised and considered very high risk, we expect to present initial data from this clinical trial in the first quarter of 2022.

We are also developing additional product candidates, RP2 and RP3, that have been further engineered to enhance anti-tumor immune responses and are intended to address additional tumor types, including traditionally less immune responsive tumor types. In addition to the expression of GALV-GP R(-) and human GM-CSF as in RP1, RP2 has been engineered to express an antibody-like molecule intended to block the activity of CTLA-4, a protein that inhibits the full activation of an immune response, including to tumors. RP3, which does not include the expression of GM-CSF, has been engineered with the intent to further stimulate an anti-tumor immune response through activation of immune co-stimulatory pathways through expression of the ligands for CD40 and 4-1BBL, in addition to anti-CTLA-4 and GALV-GP R(-).

We initiated a Phase 1 clinical trial of RP2 alone and in combination with nivolumab in the second half of 2019. This clinical trial is also being conducted as part of our collaboration with BMS, under which BMS has granted us a non-exclusive, royalty-free license to, and will supply at no cost, nivolumab, for use in combination with RP2. In November 2020, we and BMS agreed to increase the number of patients in the combination part of the clinical trial from 12 to 30 patients. In October 2020, we presented positive data from the single agent RP2 portion of the clinical trial that showed deep and durable responses, including demonstration of tumor response in uninjected lesions and in patients with difficult to treat advanced cancers. We believe that this data supports the hypothesis that anti-CTLA-4 delivered intra-tumorally through oncolytic virus replication, with accompanying antigen release and presentation, can provide potent anti-tumor effects. In June 2021 we presented a data update from both the RP2 single agent and combination portions of this clinical trial that showed compelling activity in patients with immune insensitive tumors and with anti-PD-1 failed disease. We have fully enrolled the initial 30 patient Phase 1 clinical trial evaluating RP2 in combination with nivolumab in difficult to treat cancers and we expect to provide updated data from this program in the second half of 2021. We have filed a protocol amendment to expand this clinical trial with the intent to enroll patients with liver metastases from various prevalent tumor types, including patients with lung cancers and breast and gastrointestinal cancers including colorectal cancer.

We have obtained clearance from the Medicines and Healthcare Products Regulatory Agency in the United Kingdom to begin clinical development with RP3 and in December 2020 we initiated dosing in this clinical trial. This Phase 1 clinical trial is designed to evaluate RP3 alone and combined with anti-PD-1 therapy in advanced solid tumor patients. Initial data from the RP3 single agent cohort is expected to be presented in the first quarter of 2022. In addition to this cohort, we expect to begin enrolling a cohort evaluating RP3 in combination with anti-PD-1 therapy in solid tumor patients early in 2022, including patients with liver metastases from various prevalent tumor types such as lung cancer, breast cancer, head and neck cancer and gastrointestinal cancers including colorectal cancer.

Based on the observation of clinical responses in patients with liver metastases from a range of difficult to treat tumor types following treatment with RP1 in combination with nivolumab and/or with RP2 alone or in combination with nivolumab, and the fact that treating liver metastases is a considerable unmet need in patients with advanced cancer, we plan to initiate a broad clinical development program with RP2 and/or RP3 intended to include a range of prevalent tumor types around mid-year 2022. We expect to announce the details of this program in the first quarter of 2022.

RP1, RP2 and RP3 are administered by direct injection into solid tumors, guided either visually or by ultrasound, computerized tomography, or CT, or other imaging methods. We believe that direct injection maximizes virus-mediated tumor cell death, provides the most efficient delivery of virus-encoded immune activating proteins into the tumor with the goal of activating systemic immunity, and limits the systemic toxicities that could be associated with intravenous administration. Activation of systemic immunity through local administration is intended to lead to the induction of anti-tumor immune responses leading to clinical response of tumors that have not themselves been injected.

Financial

Since our inception, we have devoted substantially all of our resources to developing our Immulytic platform building our intellectual property portfolio, conducting research and development of our product candidates, business planning, raising capital and providing general and administrative support for our operations. To date, we have financed our operations primarily with proceeds from the sale of equity securities and to a lesser extent the proceeds from the issuance of debt securities. We do not have any products approved for sale and have not generated any revenue from product sales.

Since our initial public offering, or IPO, on July 24, 2018, we have raised an aggregate of approximately \$569.0 million in net proceeds to fund our operations, of which \$101.2 million was from our IPO, \$463.4 million was from three separate follow-on offerings, or the Public Offerings, that we closed in November 2019, June 2020 and October 2020, respectively, and \$4.4 million was from at-the-market offerings. We sold 7,407,936 shares of common stock in our IPO, an aggregate of 13,619,822 shares of our common stock and pre-funded warrants to purchase 5,284,238 shares of common stock in the Public Offerings, and 287,559 shares of common stock through our at-the-market facility.

Funds affiliated with two separate institutional investors hold all of our outstanding pre-funded warrants. Other than as set forth in Notes 8, 9 and 10 of our condensed consolidated financial statements appearing elsewhere in this Quarterly Report, the shares of our common stock into which our outstanding pre-funded warrants are exercisable are not included in the number of issued and outstanding shares of our common stock set forth in this Quarterly Report.

In addition, on August 8, 2019, we entered into a Loan and Security Agreement with Hercules Capital, Inc., or Hercules, which we refer to as the Hercules Loan Agreement, pursuant to which we borrowed \$10.0 million under a secured term loan facility in the amount of \$30.0 million. The Hercules Loan Agreement was subsequently amended on June 1, 2020, in order to, among other things, increase the secured term loan facility from \$30.0 million to \$40.0 million. On December 15, 2020, we paid a total of \$10.8 million, representing the outstanding principal, accrued and unpaid interest, fees, costs and expenses due and owing under the Hercules Loan Agreement and related loan documents, in repayment of all of our outstanding obligations thereunder, and thereby terminated the Hercules Loan Agreement and the related loan documents.

Since our inception, we have incurred significant operating losses. Our ability to generate product revenue sufficient to achieve profitability will depend on the successful development and eventual commercialization of one or more of our product candidates. Our net losses were \$29.4 million and \$20.1 million for the three months ended September 30, 2021 and 2020, respectively, and \$56.7 million and \$37.6 million for the six months ended September 30, 2021 and 2020, respectively. As of September 30, 2021, we had an accumulated deficit of \$249.8 million. These losses have resulted primarily from costs incurred in connection with research and development activities and general and administrative costs associated with our operations. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years.

We anticipate that our expenses and capital requirements will increase substantially in connection with our ongoing activities, particularly as we advance the preclinical activities and clinical trials of our product candidates, and if and as we:

- conduct our current and future clinical trials with RP1, RP2 and RP3;
- further preclinical development of our platform;
- operate our own in-house manufacturing facility;
- seek to identify and develop additional product candidates;
- seek marketing approvals for any of our product candidates that successfully complete clinical trials, if any;
- establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval;

- until our manufacturing facility is fully validated, continued limited manufacturing by third parties for clinical development;
- maintain, expand and protect our intellectual property portfolio;
- hire and retain additional clinical, quality control, scientific and general and administration personnel;
- acquire or in-license other drugs and technologies; and
- add operational, financial and management information systems and personnel, including personnel to support our research and development programs, any future commercialization efforts and operations as a public company.

We will not generate revenue from product sales unless and until we successfully complete clinical development and obtain regulatory approval for RP1 or our other product candidates. If we obtain regulatory approval for any of our product candidates and do not enter into a commercialization partnership in any jurisdiction, we expect to incur significant expenses related to developing our internal commercialization capability to support product sales, marketing, and distribution.

As a result, we will need additional funding to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of equity offerings, debt financings, lines of credit, collaborations, strategic alliances, and marketing, distribution, or licensing arrangements. We may be unable to raise additional funds or enter into such other agreements or arrangements when needed on favorable terms, or at all. If we fail to raise capital or enter into such agreements as, and when, needed, we may have to significantly delay, scale back, or discontinue the development and commercialization of one or more of our product candidates.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve or maintain profitability. Even if we are able to generate product sales, we may not become profitable. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce or terminate our operations.

As of September 30, 2021, we had cash and cash equivalents and short-term investments of \$435.8 million. We believe that our existing cash and cash equivalents and short-term investments will enable us to fund our operating expenses and capital expenditure requirements through at least 12 months from the issuance of the consolidated financial statements included in this Quarterly Report.

See “—Liquidity and capital resources” and “Risk factors—Risks related to our financial position and need for additional capital.”

The COVID-19 pandemic

We are continuing to monitor the global outbreak and spread of COVID-19, including evolving COVID-19 viral strains, and have taken steps to identify and mitigate the adverse impacts on, and risks to, our business posed by its spread and actions taken by governmental and health authorities to address the COVID-19 pandemic. For example, we have implemented a global work-from-home policy for certain employees who are able to perform their duties remotely. For those employees working from our facilities, including certain essential employees in our laboratory and who perform manufacturing functions, and certain other employees we deem essential from time to time, we have implemented stringent safety measures designed to comply with applicable federal, state and local guidelines instituted in response to the COVID-19 pandemic. The Company continues to evolve its work-from-home policies toward return-to-office policies, as applicable under the circumstances while following local, state and federal guidelines and safety practices. The COVID-19 pandemic is affecting the United States and global economies and has affected and may continue to affect our operations and those of third parties on which we rely, including by causing disruptions in our raw material and anti-PD-1 supply, the manufacturing of our product candidates and our commercialization processes. In addition, timing of patient enrollment and treatment in certain of our ongoing clinical studies has been impacted by the pandemic. For example, the enrollment of our clinical trial of RP1 in liver and kidney transplant patients with CSCC, representing highly immunocompromised patient populations, has been slower than expected for reasons we attribute to the COVID-19 pandemic. However, the extent of these delays is currently unknown and has and will likely continue to vary by clinical study. In addition, we may incur unforeseen costs as a result of disruptions in clinical supply or preclinical study or clinical trial delays. The full extent to which the COVID-19 pandemic will directly or indirectly impact our business, results of operations and financial condition will depend on future developments that are highly uncertain and cannot be accurately predicted, including new information that may emerge concerning COVID-19, including new viral strains of

COVID-19, the actions taken in an effort to contain it or to potentially treat or continue to vaccinate against COVID-19 and the economic impact on local, regional, national and international markets. We continue to actively monitor this situation and the possible effects on our financial condition, liquidity, operations, suppliers, industry and workforce. For additional information, see “Risk Factors—Our financial condition and results of operations could be adversely affected by the coronavirus disease-2019, or COVID-19, outbreak.” in Part II, Item 1A of this Quarterly Report.

Components of our results of operations

Revenue

To date, we have not generated any revenue from product sales as we do not have any approved products and do not expect to generate any revenue from the sale of products in the near future. If our development efforts for RP1 or any other product candidates that we may develop in the future are successful and result in regulatory approval, or if we enter into collaboration or license agreements with third parties, we may generate revenue in the future from a combination of product sales or payments from those collaborations or license agreements.

Operating expenses

Our expenses since inception have consisted solely of research and development costs and general and administrative costs.

Research and development expenses

Research and development expenses consist primarily of costs incurred for our research activities, including our discovery efforts and the development of our product candidates, and include:

- expenses incurred under agreements with third parties, including clinical research organizations, or CROs, that conduct research, preclinical activities and clinical trials on our behalf as well as contract manufacturing organizations, or CMOs, that manufacture our product candidates for use in our preclinical and clinical trials;
- salaries, benefits and other related costs, including stock-based compensation expense, for personnel engaged in research and development functions;
- costs of outside consultants engaged in research and development functions, including their fees, stock-based compensation and related travel expenses;
- the costs of laboratory supplies and acquiring, developing and manufacturing preclinical study and clinical trial materials;
- costs related to compliance with regulatory requirements in connection with the development of our product candidates; and
- facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of facilities and other operating costs.

These costs will be partially offset by our agreement with Regeneron related to our CERPASS trial.

We expense research and development costs as incurred. We recognize external development costs based on an evaluation of the progress to completion of specific tasks using information provided to us by our service providers. Payments for these activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and are reflected in our consolidated financial statements as prepaid or accrued research and development expenses.

Our direct external research and development expenses are tracked on a program-by-program basis and consist of costs, such as fees paid to consultants, contractors, CMOs, and CROs in connection with our preclinical and clinical development activities. We do not allocate personnel costs, costs associated with our discovery efforts, laboratory supplies, and facilities, including depreciation or other indirect costs, to specific product development programs because these costs are deployed across multiple product development programs and, as such, are not separately classified. All non-employee costs associated with our manufacturing facility have been fully burdened to our RP1 program.

The table below summarizes our research and development expenses by product candidate or development program for each of the periods presented:

	Three months ended September 30,		Six months ended September 30,	
	2021	2020	2021	2020
	(Amounts in thousands)			
Direct research and development expenses by program:				
RP1	\$ 4,205	\$ 7,451	\$ 7,907	\$ 13,448
RP2	3,707	638	6,786	881
RP3	321	—	559	—
Unallocated research and development expenses:				
Personnel related (including stock-based compensation)	8,984	5,164	18,238	10,225
Other	2,685	797	4,966	1,653
Total research and development expenses	\$ 19,902	\$ 14,050	\$ 38,456	\$ 26,207

Research and development activities are central to our business model. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. We expect that our research and development expenses will continue to increase for the foreseeable future as we continue enrollment and initiate additional clinical trials and continue to discover and develop additional product candidates. The successful development and commercialization of our product candidates is highly uncertain. This is due to the numerous risks and uncertainties associated with product development and commercialization, including the following:

- the scope, rate of progress, expense and results of our ongoing clinical trials, as well as future clinical trials or other product candidates and other research and development activities that we may conduct;
- the number and scope of preclinical and clinical programs we decide to pursue;
- our ability to maintain our current research and development programs and to establish new ones;
- uncertainties in clinical trial design;
- the rate of enrollment in clinical trials;
- the successful completion of clinical trials with safety, tolerability, and efficacy profiles that are satisfactory to the FDA or any comparable foreign regulatory authority;
- the receipt of regulatory approvals from applicable regulatory authorities;
- our success in operating our manufacturing facility, or securing manufacturing supply through relationships with third parties;
- our ability to obtain and maintain patents, trade secret protection, and regulatory exclusivity, both in the United States and internationally;
- our ability to maintain, expand and protect our rights in our intellectual property portfolio;
- the commercialization of our product candidates, if and when approved;
- the acceptance of our product candidates, if approved, by patients, the medical community, and third-party payors;
- our ability to successfully develop our product candidates for use in combination with third-party products or product candidates;

- negative developments in the field of immuno-oncology;
- competition with other products; and
- significant and changing government regulation and regulatory guidance.

A change in the outcome of any of these variables with respect to the development of a product candidate could mean a significant change in the costs and timing associated with the development of that product candidate. For example, if the FDA or another regulatory authority were to require us to conduct clinical trials beyond those that we anticipate will be required for the completion of clinical development of a product candidate, or if we experience significant trial delays due to patient enrollment or other reasons, we could be required to expend significant additional financial resources and time on the completion of clinical development. We may never succeed in obtaining regulatory approval for any of our product candidates.

General and administrative expenses

General and administrative expenses consist primarily of salaries and other related costs, including stock-based compensation, for personnel in our executive, finance, corporate and business development and administrative functions. General and administrative expenses also include professional fees for legal, patent, accounting, auditing, tax and consulting services; travel expenses; and facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of facilities and other operating costs.

We expect that our general and administrative expenses will increase in the future as we increase our general and administrative headcount to support our continued research and development and potential commercialization of our product candidates. We also expect to continue to incur increased expenses, including accounting, audit, legal, regulatory and tax-related services associated with maintaining compliance with exchange listing and SEC requirements; director and officer insurance costs; and investor and public relations costs.

Other income (expense), net

Research and development incentives

Research and development incentives consists of reimbursements of research and development expenditures. We participate, through our subsidiary in the United Kingdom, in the research and development program provided by the United Kingdom tax relief program, such that a percentage of up to 14.5% of our qualifying research and development expenditures are reimbursed by the United Kingdom government, and such incentives are reflected as other income.

Investment income

Investment income consists of income earned on our cash and cash equivalents and short-term investments.

Interest expense on finance lease liability

Interest expense on finance lease liability consists of amortization of finance charges under our financing lease.

Interest expense on debt obligations

Interest expense on debt obligations consists of the amortization of debt discount and cash paid for interest under the term loan facility with Hercules.

Other income (expense), net

Other income (expense), net consists primarily of realized and unrealized foreign currency transaction gains and losses.

Income taxes

Since our inception and through September 30, 2021, we have not recorded any income tax benefits for the net losses we incurred in each jurisdiction in which we operate, as we believe, based upon the weight of available evidence, that it is more likely than not that all of our net operating loss carryforwards will not be realized.

Results of operations

Comparison of the three months ended September 30, 2021 and 2020

The following chart summarizes our results of operations for the three months ended September 30, 2021 and 2020:

	Three Months Ended September 30,		
	2021	2020	Change
(Amounts in thousands)			
Operating expenses:			
Research and development	\$ 19,902	\$ 14,050	\$ 5,852
General and administrative	9,345	5,613	3,732
Total operating expenses	29,247	19,663	9,584
Loss from operations	(29,247)	(19,663)	(9,584)
Other income (expense):			
Research and development incentives	725	755	(30)
Investment income	80	178	(98)
Interest expense on finance lease liability	(557)	(562)	5
Interest expense on debt obligations	—	(286)	286
Other (expense) income	(356)	(517)	161
Total other income (expense), net	(108)	(432)	324
Net loss	\$ (29,355)	\$ (20,095)	\$ (9,260)

Research and development expenses

	Three Months Ended September 30,		
	2021	2020	Change
Direct research and development expenses by program:			
RP1	4,205	7,451	(3,246)
RP2	3,707	638	3,069
RP3	321	—	321
Unallocated research and development expenses:			
Personnel related (including stock-based compensation)	8,984	5,164	3,820
Other	2,685	797	1,888
Total research and development expenses	\$ 19,902	\$ 14,050	\$ 5,852

Research and development expenses for the three months ended September 30, 2021 were \$19.9 million, compared to \$14.1 million for the three months ended September 30, 2020. The change in our research and development expense between our product candidates is associated with technology transfer and process development underway in readiness for bringing our manufacturing facility online to support all of our clinical development activities, as our facility focused on the manufacturing of RP2 during the three months ended September 30, 2021, as well as continued clinical trial development of these product candidates.

Furthermore, the increase of \$5.9 million was due primarily to an increase of approximately \$5.7 million in unallocated research and development costs. The increase in unallocated research and development costs is mainly attributable to a \$3.8 million in personnel-related costs, including a \$2.9 million increase in payroll and fringe benefits and a stock-based compensation increase of \$0.9 million. The increase in personnel-related costs largely reflected the hiring of additional personnel in our research and development functions as we expand the development plan in multiple indications. Personnel related costs for the three months ended September 30, 2021 and 2020 included stock-based compensation expense of \$2.2 million and \$1.3 million, respectively.

General and administrative expenses

General and administrative expenses were \$9.3 million for the three months ended September 30, 2021, compared to \$5.6 million for the three months ended September 30, 2020. The increase of \$3.7 million is primarily the result of an increase of \$3.4 million in personnel related costs, including stock-based compensation of \$2.6 million, and \$0.8 million in payroll and fringe. The increase in personnel related costs was driven by the continued hiring of additional personnel in our general and administrative functions as we expand our operations.

Total other income (expense), net

Other income (expense) was \$(0.1) million for the three months ended September 30, 2021, compared to \$(0.4) million for the three months ended September 30, 2020. The net change of \$0.3 million is primarily attributable to an increase of \$0.3 million in other income as a result of payments made for interest expense on debt obligations in the prior year which were not incurred during the current quarter, as well as an increase of \$0.2 million in other income due to the changes in foreign exchange rates of the Great British Pound to United States Dollar. These increases in other income were partially offset by a \$0.1 million decrease in investment income as a result of declining market conditions, which have decreased the rate of return on investments.

Comparison of the six months ended September 30, 2021 and 2020

The following chart summarizes our results of operations for the six months ended September 30, 2021 and 2020:

	Six Months Ended September 30,		
	2021	2020	Change
(Amounts in thousands)			
Operating expenses:			
Research and development	\$ 38,456	\$ 26,207	\$ 12,249
General and administrative	18,172	11,289	6,883
Total operating expenses	56,628	37,496	19,132
Loss from operations	(56,628)	(37,496)	(19,132)
Other income (expense):			
Research and development incentives	1,513	1,441	72
Investment income	172	705	(533)
Interest expense on finance lease liability	(1,115)	(1,123)	8
Interest expense on debt obligations	—	(570)	570
Other (expense) income	(608)	(545)	(63)
Total other income (expense), net	(38)	(92)	54
Net loss	\$ (56,666)	\$ (37,588)	\$ (19,078)

Research and development expenses

	Six Months Ended September 30,		
	2021	2020	Change
Direct research and development expenses by program:			
RP1	7,907	13,448	(5,541)
RP2	6,786	881	5,905
RP3	559	—	559
Unallocated research and development expenses:			
Personnel related (including stock-based compensation)	18,238	10,225	8,013
Other	4,966	1,653	3,313
Total research and development expenses	\$ 38,456	\$ 26,207	\$ 12,249

Research and development expenses for the six months ended September 30, 2021 were \$38.5 million, compared to \$26.2 million for the six months ended September 30, 2020. The increase of \$12.2 million was due primarily to an increase of approximately 11.3 million in unallocated research and development costs, as well as a net increase of approximately \$0.9 million in direct research costs related to our ongoing clinical trials for RP1, RP2 and RP3. The change in our research and development expense between our product candidates is associated with technology transfer and process development underway in readiness for bringing our manufacturing facility online to support all of our clinical development activities, as our facility focused on the manufacturing of RP2 during the six months ended September 30, 2021, as well as continued clinical trial development of these product candidates.

The increase in unallocated research and development costs is mainly attributable to a \$8.0 million in personnel-related costs, including a \$5.7 million increase in payroll and fringe benefits and a stock-based compensation increase of \$2.4 million. The increase in personnel-related costs largely reflected the hiring of additional personnel in our research and development functions as we expand the development plan in multiple indications during the first half of the year. Personnel related costs for the six months ended September 30, 2021 and 2020 included stock-based compensation expense of \$4.7 million and \$2.3 million, respectively.

General and administrative expenses

General and administrative expenses were \$18.2 million for the six months ended September 30, 2021, compared to \$11.3 million for the six months ended September 30, 2020. The increase of \$6.9 million is primarily the result of an increase of \$6.6 million in personnel related costs, including stock-based compensation of \$4.9 million, and an increase of \$1.6 million in payroll and fringe. The increase in personnel related costs was driven by the hiring of additional personnel, including the Company's initial expenses related to commercial personnel associated with pre-launch commercial planning and initial build of the Company's commercial infrastructure. Personnel related costs for the six months ended September 30, 2021 and 2020 included stock-based compensation expense of \$7.9 million and \$3.0 million, respectively.

Total other income (expense), net

Other income (expense) was \$(38.0) thousand for the six months ended September 30, 2021, compared to \$(0.1) million for the six months ended September 30, 2020. The net change in expense of \$0.1 million is primarily attributable to an increase of \$0.6 million in other income as a result of payments made for interest expense on debt obligations in the prior year which were not incurred during the current year. This increase is offset by a \$0.5 million decrease in investment income as a result of declining market conditions, which have decreased the rate of return on investments during the first six months of the year, as well as a decrease of 0.1 million in other income due to the changes in foreign exchange rates of the Great British Pound to United States Dollar.

Liquidity and capital resources

Since our inception, we have not generated any revenue from product sales and have incurred significant operating losses and negative cash flows from our operations. We have not yet commercialized any of our product candidates, which are in various phases of preclinical and clinical development, and we do not expect to generate revenue from sales of any products for the foreseeable future, if at all.

Sources of liquidity

To date, we have financed our operations primarily with proceeds from the sale of equity securities and, to a lesser extent, proceeds from the incurrence of debt. Through September 30, 2021, we had received gross proceeds of \$655.8 million from our sales of equity instruments and \$10.0 million from our incurrence of debt under the term loan facility with Hercules, which was repaid in full in December 2020. As of September 30, 2021, we had cash and cash equivalents and short-term investments of \$435.8 million.

In July 2018, we completed our IPO and issued and sold 7,407,936 shares of our common stock at a public offering price of \$15.00 per share, resulting in net proceeds of \$101.2 million after deducting underwriting discounts, commissions and other offering expenses of approximately \$9.9 million. In the fourth calendar quarter of 2019, we closed a registered public offering for the issuance and sale of 4,516,561 shares of our common stock at a public offering price of \$13.61 per share and pre-funded warrants to purchase 2,200,000 shares of our common stock at a purchase price of \$13.6099 per pre-funded warrant, which was equal to the public offering price per share of the common stock less the \$0.0001 per share exercise price of each pre-funded warrant. We received aggregate net proceeds from the offering of approximately \$85.6 million after deducting underwriting

discounts, commissions and other offering expenses of approximately \$5.8 million. In June 2020, we closed a second registered public offering for the issuance and sale of 3,478,261 shares of our common stock at a public offering price of \$23.00 per share and pre-funded warrants to purchase 1,521,738 shares of our common stock at a purchase price of \$22.9999 per pre-funded warrant, which was equal to the public offering price per share of the common stock less the \$0.0001 per share exercise price of each pre-funded warrant. We received aggregate net proceeds from the offering of approximately \$107.8 million after deducting underwriting discounts, commissions and other offering expenses of approximately \$7.2 million. In October 2020, we closed a third registered public offering for the issuance and sale of 5,625,000 shares of our common stock at a public offering price of \$40.00 per share and pre-funded warrants to purchase 1,562,500 shares of our common stock at a purchase price of \$39.9999 per pre-funded warrant, which was equal to the public offering price per share of common stock less the \$0.0001 per share exercise price of each pre-funded warrant. We received aggregate net proceeds from the offering of approximately \$270.0 million after deducting underwriting discounts, commissions and other offering expenses of approximately \$17.5 million.

In addition to registered public equity offerings, we also established an at-the-market offering program pursuant to a sales agreement that we entered into with SVB Leerink LLC, or the Agent, on August 8, 2019, or the 2019 Sales Agreement. Under the 2019 Sales Agreement, and prior to its amendment in June 2020, we could sell from time to time, at our option, up to an aggregate of \$75.0 million of shares of our common stock. In June 2020, we amended the 2019 Sales Agreement to reduce the aggregate offering amount thereunder from \$75.0 million to \$30.0 million. We sold 287,559 shares of our common stock under the 2019 Sales Agreement for net proceeds of approximately \$4.4 million. On August 11, 2020, in connection with our entry into a separate sales agreement with the Agent, or the 2020 Sales Agreement, we and the Agent mutually agreed to terminate the 2019 Sales Agreement. Under the 2020 Sales Agreement, and prior to its amendment in October 2020, we could sell from time to time, at our option, up to an aggregate of \$75.0 million of shares of our common stock. In October 2020, we amended the 2020 Sales Agreement to reduce the aggregate offering amount thereunder from \$75.0 million to \$62.5 million. We have not sold any shares of our common stock under the 2020 Sales Agreement.

Our incurrence of debt was conducted entirely under the Hercules Loan Agreement, as amended, pursuant to which we borrowed \$10.0 million of a maximum of \$40.0 million. On December 15, 2020, we entered into a Payoff Letter with Hercules and paid a total of \$10.8 million to Hercules in connection therewith, representing the outstanding principal, accrued and unpaid interest, fees, costs and expense due and owed to Hercules, thereby terminating the Hercules Loan Agreement and the related loan documents.

Cash flows

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

	Six Months Ended September 30,	
	2021	2020
(Amounts in thousands)		
Net cash used in operating activities	\$ (41,275)	\$ (32,269)
Net cash provided by (used in) investing activities	15,940	(93,924)
Net cash provided by financing activities	2,270	109,479
Effect of exchange rate changes on cash and cash equivalents	516	540
Net decrease in cash and cash equivalents	<u>\$ (22,549)</u>	<u>\$ (16,174)</u>

Operating activities

During the six months ended September 30, 2021, net cash used in operating activities was \$41.3 million, primarily resulting from our net loss of \$56.7 million, partially offset by an increase in non-cash charges of \$14.9 million, primarily consisting of an increase in stock-based compensation expense of \$7.3 million, and an increase in cash of \$0.5 million related to changes in our operating assets and liabilities. Net cash used by our changes in our operating assets and liabilities for the six months ended September 30, 2021 consisted primarily of a \$1.5 million increase in research and development incentives receivable from the United Kingdom government due to the timing of vendor invoicing and payments, a \$1.3 million increase in prepaid expenses and other current assets, a \$1.3 million increase in accrued expenses and other current liabilities, and net \$1.2 million change in operating and financing right-of-use assets and lease liabilities.

During the six months ended September 30, 2020, net cash used in operating activities was \$32.3 million, primarily resulting from our net loss of \$37.6 million and net cash used by changes in our operating assets and liabilities of \$1.3 million,

partially offset by non-cash charges of \$6.6 million. Net cash used by our changes in our operating assets and liabilities for the six months ended September 30, 2020 consisted primarily of a \$1.4 million increase in research and development incentive receivables, partially from the United Kingdom government due to the timing and amount of our qualifying expenditures, \$1.9 million increase in prepaid expenses and other current assets and \$1.2 million decrease in accounts payable, partially offset by \$2.0 million net decrease related to ASC 842 (including changes in operating lease liabilities, operating lease, right-of-use asset and financing lease, right-of-use asset). The changes in accounts payable were primarily due to the timing of vendor invoicing and payments.

Investing activities

During the six months ended September 30, 2021, net cash used in investing activities was \$15.9 million, consisting of \$128.0 million in proceeds from sales and maturities of short-term investments, partially offset by \$111.4 million in purchases of available for sale securities and \$0.7 million in purchases of property, plant and equipment.

During the six months ended September 30, 2020, net cash used in investing activities was \$93.9 million, consisting of \$196.5 million in purchases of available for sale securities and \$1.0 million in purchases of property, plant and equipment, partially offset by \$103.6 million in proceeds from sales and maturities of short-term investments.

Financing Activities

During the six months ended September 30, 2021, net cash provided by financing activities was \$2.3 million, consisting of primarily \$2.4 million in proceeds from the exercise of stock options.

During the six months ended September 30, 2020, net cash provided by financing activities was \$109.5 million, consisting of \$74.9 million from the issuance of common stock and \$32.9 million in net proceeds from the issuance of pre-funded warrants to purchase common stock in connection with our follow-on public offering in June 2020, and \$1.8 million in proceeds from the exercise of stock options.

Hercules Loan Agreement

On August 8, 2019 and as amended on June 1, 2020, we and certain of our affiliates entered into the Hercules Loan Agreement with Hercules, which provided for aggregate borrowings of up to \$40.0 million in the form of term loans. We borrowed \$10.0 million at closing under the Hercules Loan Agreement in August 2019 and subject to the achievement of certain milestones, had the ability to borrow the unused \$30.0 million available in three separate \$10.0 million advances between October 1, 2020 and December 15, 2020, July 1, 2020 and June 30, 2021, and July 1, 2021 and December 15, 2021, respectively.

On December 15, 2020, we entered into a Payoff Letter with respect to the Hercules Loan Agreement. Pursuant to the Payoff Letter, we paid a total of \$10.8 million to Hercules, representing the outstanding principal, accrued and unpaid interest, fees, costs and expenses due and owed to Hercules under the Hercules Loan Agreement. Upon the execution of the Payoff Letter, in repayment of all of our outstanding obligations thereunder, the Hercules Loan Agreement and the related loan documents were terminated.

Borrowings under the Hercules Loan Agreement bore interest at a rate per annum equal to 8.75%. Under the Hercules Loan Agreement, we were required to make monthly interest-only payments through September 1, 2022. As of September 30, 2021, there was no amount of outstanding principal under the Hercules Loan Agreement due and owing.

The term loan facility with Hercules was secured by substantially all of our assets, excluding our intellectual property, and subject to certain exceptions and exclusions. All liens on our assets held by Hercules were released in connection with the execution of the Payoff Letter.

Funding requirements

Our plan of operation is to continue implementing our business strategy, continue research and development of RP1 and our other product candidates and continue to expand our research pipeline and our internal research and development capabilities. We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we advance the preclinical activities and clinical trials of our product candidates and if and as we:

- conduct our current and future clinical trials with RP1, RP2 and RP3;

- further preclinical development of our platform;
- operate our own in-house manufacturing facility;
- seek to identify and develop additional product candidates;
- seek marketing approvals for any of our product candidates that successfully complete clinical trials, if any;
- establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval;
- until our planned manufacturing facility is fully validated, continued limited manufacturing by third parties for clinical development.
- maintain, expand and protect our intellectual property portfolio;
- hire and retain additional clinical, quality control, scientific and general and administration personnel;
- acquire or in-license other drugs and technologies; and
- add operational, financial and management information systems and personnel, including personnel to support our research and development programs, any future commercialization efforts and operations as a public company.

As of September 30, 2021, we had cash and cash equivalents and short-term investments of \$435.8 million. We believe that our existing cash, cash equivalents and short-term investments as of September 30, 2021, will enable us to fund our overall operations into the second half of 2024, excluding any confirmatory trial required by the FDA or other regulatory body. We have based these estimates on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we expect.

Because of the numerous risks and uncertainties associated with the development of RP1 and other product candidates and programs, and because the extent to which we may enter into collaborations with third parties for development of our product candidates is unknown, we are unable to estimate the timing and amounts of increased capital outlays and operating expenses associated with completing the research and development of our product candidates. Our future capital requirements will depend on many factors, including those described in this section and above under “—Operating expenses —Research and development expenses.”

Developing novel biopharmaceutical products, including conducting preclinical studies and clinical trials, is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain marketing approval for any product candidates or generate revenue from the sale of any products for which we may obtain marketing approval. In addition, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of therapies that we do not expect to be commercially available for many years, if ever. Accordingly, we will need to obtain substantial additional funds to achieve our business objectives.

Adequate additional funds may not be available to us on acceptable terms, or at all. We do not currently have any committed external source of funds. To the extent that we raise additional capital through the sale of our equity or convertible debt securities, our shareholders’ interest may be diluted, and the terms of these securities may include liquidation or other preferences and anti-dilution protections that could adversely affect the rights of our common stockholder. Additional debt or preferred equity financing, if available, may involve agreements that include restrictive covenants that may limit our ability to take specific actions, such as incurring debt adversely impact our ability to conduct our business, and may require the issuance of warrants, which could potentially dilute your ownership interest.

If we raise additional funds through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technology, future revenue streams, research programs, or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings or collaborations, strategic alliances or licensing arrangements with third parties when needed, we may be required to delay, limit, reduce and/or terminate our product development programs or any future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

Contractual obligations and commitments

During the six months ended September 30, 2021, there were no material changes to our contractual obligations and commitments from those described under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations and Commitments” in our Annual Report on Form 10-K for the year ended March 31, 2021, which was filed with the SEC on May 20, 2021.

Collaborations

BMS

In February 2018, we entered into a Clinical Trial Collaboration and Supply Agreement with Bristol-Myers Squibb Company, or BMS. Pursuant to the agreement, BMS is providing to us, at no cost, nivolumab, its anti-PD-1 therapy, for use in combination with RP1 in our ongoing Phase 1/2 clinical trial. Under the agreement, we will sponsor, fund and conduct the clinical trial in accordance with an agreed-upon protocol. BMS granted us a non-exclusive, non-transferrable, royalty-free license (with a right to sublicense) under its intellectual property to use nivolumab in the clinical trial and has agreed to supply nivolumab, at no cost to us, for use in the clinical trial. Both parties will own the study data produced in the clinical trial, other than study data related solely to nivolumab, which will belong solely to BMS, or study data related solely to RP1, which will belong solely to us. In January 2020, this agreement was expanded to cover an additional cohort of 125 patients with anti-PD-1 failed melanoma.

Unless earlier terminated, the agreement will remain in effect until (i) the completion of the clinical trial, (ii) all related clinical trial data have been delivered to both parties and (iii) the completion of any statistical analyses and bioanalyses contemplated by the clinical trial protocol or any analysis otherwise agreed upon by the parties. The agreement may be terminated by either party (x) in the event of an uncured material breach by the other party, (y) in the event the other party is insolvent or in bankruptcy proceedings or (z) for safety reasons. Upon termination, the licenses granted to us to use nivolumab in the clinical trial will terminate. The agreement contains representations, warranties, undertakings and indemnities customary for a transaction of this nature.

In April 2019, we entered into a separate agreement with BMS on terms similar to the terms set forth in the agreement described above, pursuant to which BMS will provide, at no cost to us, nivolumab for use in our Phase 1 clinical trial of RP2 in combination with nivolumab.

Regeneron

In May 2018, we entered into a Master Clinical Trial Collaboration and Supply Agreement with Regeneron Pharmaceuticals, Inc., or Regeneron. Pursuant to the agreement we agreed to undertake one or more clinical trials with Regeneron for the administration of our product candidates in combination with cemiplimab, an anti-PD-1 therapy developed by Regeneron, across multiple solid tumor types, the first of which is our ongoing Phase 2 clinical trial testing RP1 in combination with cemiplimab versus cemiplimab alone in patients with CSCC. Each clinical trial will be conducted pursuant to an agreed study plan which, among other things, will identify the name of the sponsor and which party will manage the particular study, and include the protocol, the budget and a schedule of clinical obligations. The first study plan related to the Phase 2 clinical trial in CSCC has been agreed.

Pursuant to the terms of the agreement, each party granted the other party a non-exclusive license of their respective intellectual property and agreed to contribute the necessary resources needed to fulfill their respective obligations, in each case, under the terms of agreed study plans. Development costs of a particular clinical trial will be split equally. The agreement contains representations, warranties, undertakings and indemnities customary for a transaction of this nature. The agreement also contains certain time-based covenants that restrict us from entering into a third-party arrangement with respect to the use of our product candidates in combination with an anti-PD-1 therapy and that restrict Regeneron from entering into a third-party arrangement with respect to the use of cemiplimab in combination with an HSV-1 virus, in each case, for the treatment of a tumor type that is the subject of a clinical trial to which the covenants apply. Unless otherwise mutually agreed in a future study plan, these covenants are only applicable to our ongoing Phase 2 clinical trial in CSCC, and expire upon the one-year anniversary of the commencement of the applicable study plan.

The agreement may be terminated by either party if (i) there is no active study plan for which a final study report has not been completed and the parties have not entered into a study plan for an additional clinical trial within a period of time after the delivery of the most recent final study report or (ii) in the event of a material breach.

Critical accounting policies and significant judgments and estimates

Our management's discussion and analysis of financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States. The preparation of our consolidated financial statements and related disclosures requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, costs and expenses and the disclosure of contingent assets and liabilities in our consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in greater detail in Note 2 to our consolidated financial statements appearing elsewhere in this Quarterly Report, we believe that the following accounting policies are those most critical to the judgments and estimates used in the preparation of our consolidated financial statements.

Accrued research and development expenses

As part of the process of preparing our consolidated financial statements, we are required to estimate our accrued research and development expenses. This process involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of actual costs. The majority of our service providers invoice us in arrears for services performed, on a pre-determined schedule or when contractual milestones are met; however, some require advanced payments. We make estimates of our accrued expenses as of each balance sheet date in the consolidated financial statements based on facts and circumstances known to us at that time. Examples of estimated accrued research and development expenses include fees paid to:

- CROs in connection with performing research activities and conducting preclinical studies and clinical trials on our behalf;
- CMOs in connection with the production of preclinical and clinical trial materials;
- investigative sites or other service providers in connection with clinical trials;
- vendors in connection with preclinical and clinical development activities; and
- vendors related to product manufacturing and development and distribution of preclinical and clinical supplies.

We base our expenses related to preclinical studies and clinical trials on our estimates of the services received and efforts expended pursuant to quotes and contracts with multiple CMOs and CROs that supply, conduct and manage preclinical studies and clinical trials on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the expense. Payments under some of these contracts depend on factors such as the successful enrollment of patients and the completion of clinical trial milestones. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from the estimate, we adjust the accrual or the amount of prepaid expenses accordingly. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in reporting amounts that are too high or too low in any particular period. To date, there have not been any material adjustments to our prior estimates of accrued research and development expenses.

Stock-based compensation

We issue stock-based awards to employees, directors, consultants and non-employees in the form of stock options and restricted stock units. We measure such stock-based awards in accordance with ASC 718, Compensation — Stock Compensation, which requires all stock-based awards to be recognized in the consolidated statements of operations and comprehensive loss based on their fair value on the date of the grant and the related compensation expense for those awards is recognized over the requisite service period, which is generally the vesting period of the respective award. We have, to date, only issued stock-based awards with service-based vesting conditions and record the expense for these awards using the

straight-line method. The fair value of each stock option grant is estimated on the date of grant using the Black-Scholes option-pricing model, which requires inputs based on certain subjective assumptions, including the expected stock price volatility, the expected term of the option, the risk-free interest rate for a period that approximates the expected term of the option, and our expected dividend yield. See Note 9 to our consolidated financial statements appearing elsewhere in this Quarterly Report for more information. Forfeitures are accounted for as they occur. The fair value of each stock-based award is estimated on the date of grant based on the fair value of our common stock on that same date.

We classify stock-based compensation expense in our consolidated statements of operations in the same manner in which the award recipient's payroll costs are classified or in which the award recipient's service payments are classified.

Off-balance sheet arrangements

We did not have any off-balance sheet arrangements during the periods presented, and we do not currently have any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

Recently issued accounting pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2 to our consolidated financial statements appearing elsewhere in this Quarterly Report.

Emerging growth company status

As an "emerging growth company," the Jumpstart Our Business Startups Act of 2012 permits us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies until those standards would otherwise apply to private companies. We have irrevocably elected to "opt out" of this provision and, as a result, we will comply with new or revised accounting standards when they are required to be adopted by public companies that are not emerging growth companies.

Item 3. Quantitative and Qualitative Disclosures about Market Risks.

Not applicable.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, refers to controls and procedures 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 such information is accumulated and communicated to a company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our disclosure controls and procedures as of September 30, 2021. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at a reasonable assurance level as of September 30, 2021.

In designing and evaluating our disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a control system, misstatements due to error or fraud may occur and not be detected.

Changes in internal control over financial reporting

There have been no changes in our internal control over financial reporting for the three months ended September 30, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

We are not currently a party to any material legal proceedings.

Item 1A. Risk Factors

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including our consolidated financial statements and related notes and “Management’s discussion and analysis of results of operations and financial condition.” If any of the following risks are realized, our business, financial condition, operating results and prospects could be materially and adversely affected. In that event, the price of our common stock could decline, and you could lose part or all of your investment. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business.

Summary of Risk Factors

Material risks that may affect our business, operating results and financial condition include, but are not necessarily limited to, those relating to:

- the timing, progress, and results of our preclinical studies and clinical trials for our product candidates, and the timing, scope or likelihood of regulatory filings and approvals for any of our other product candidates;
- our ability to develop and advance any future product candidates based on our novel Immulytic platform and successfully complete clinical trials;
- our ability to develop our product candidates for use in combination with other checkpoint blockade therapies, including anti-PD-1;
- our ability to successfully commercialize any product candidate for which we receive regulatory approval and our expectations regarding the size of the patient populations or the market acceptance of our product candidates if approved for commercial use;
- our ability to compete with other biopharmaceutical, biotechnology companies and other third parties and risks associated with such third parties developing or commercializing products more quickly or marketing them more successfully than us;
- negative developments in the field of immuno-oncology including clinical or commercial developments that may be attributed to our product candidates;
- our history of losses, the likelihood that we will continue to incur substantial and increasing net losses in the future, and the likelihood that we will require additional financing to achieve our goals;
- our intellectual property position, including the scope of protection we are able to establish and maintain for intellectual property rights covering RP1 and our other product candidates, claims others may make regarding rights in our intellectual property, and any potential infringement, misappropriation or other violation of any third-party intellectual property rights;
- the costs of operating our in-house manufacturing facility and our reliance on third-party collaborators and clinical trial service providers;
- our compliance with domestic and foreign laws, rules and regulations and the consequences in the event that we fail to comply with such laws, rules and regulations;
- our ability to retain the continued service of our key professionals and to identify, hire and retain additional qualified professionals;
- our competitive position, and developments and projections relating to our competitors and our industry; and

- the impact of the COVID-19 coronavirus, or COVID-19, as a global pandemic and related public health issues, including potential material supplies and supply chain disruptions, hiring and retaining talent, and global or national economic impacts such as inflation.

Risks related to product development

Our product candidates are in the early stages of development, are not approved for commercial sale and might never receive regulatory approval or become commercially viable. We have never generated any revenue from product sales and may never be profitable.

All of our product candidates are in research or early development. We have not generated any revenues from the sale of products and do not expect to do so for at least the next several years. Our lead product candidate, RP1, and any other product candidates will require extensive preclinical and/or clinical testing and regulatory approval prior to commercial use. Our research and development efforts may not be successful. Even if our clinical development efforts result in positive data, our product candidates may not receive regulatory approval or be successfully introduced and marketed at prices that would permit us to operate profitably.

An underlying problem with our Immulytic platform would adversely affect our business and may require us to discontinue development of product candidates based on the same or similar therapeutic approaches.

Since all of the product candidates in our current pipeline are based on our Immulytic platform, if any of our product candidates fail in development as a result of any underlying problem with our Immulytic platform, then we may be required to discontinue development of all product candidates that are based on our therapeutic approach. If we were required to discontinue development of our product candidates that are based on our therapeutics approach, or if any of them were to fail to receive regulatory approval or achieve sufficient market acceptance, we could be prevented from or significantly delayed in achieving profitability. We can provide no assurance that we would be successful at developing other product candidates based on an alternative therapeutic approach.

We will not be able to commercialize our product candidates if our preclinical studies do not produce successful results and/or our clinical trials do not demonstrate the safety and efficacy of our product candidates.

Our product candidates are susceptible to the risks of failure inherent at any stage of product development, including the occurrence of unexpected or unacceptable adverse events or the failure to demonstrate efficacy in clinical trials. Clinical development is expensive and can take many years to complete, and its outcome is inherently uncertain.

The results of preclinical studies, preliminary study results, and early clinical trials of our product candidates may not be predictive of the results of later stage clinical trials. Our product candidates may not perform as we expect, may ultimately have a different or no impact on tumors, may have a different mechanism of action than we expect in humans, and may not ultimately prove to be safe and effective.

Preliminary and final results from preclinical studies and early stage trials, and trials in compounds that we believe are similar to ours, may not be representative of results that are found in larger, controlled, blinded, and longer-term studies. Product candidates may fail at any stage of preclinical or clinical development. Product candidates may fail to show the desired safety and efficacy traits even if they have progressed through preclinical studies or initial clinical trials. Preclinical studies and clinical trials may also reveal unfavorable product candidate characteristics, including safety concerns. A number of companies in the biopharmaceutical industry have suffered significant setbacks in clinical trials, notwithstanding promising results in earlier preclinical studies or clinical trials or promising mechanisms of action. In some instances, there can be significant variability in safety or efficacy results between different clinical trials of the same product candidate due to numerous factors, including changes in trial procedures set forth in protocols, differences in the size and type of the patient populations, changes in and adherence to the clinical trial protocols and the rate of dropout among clinical trial participants. Moreover, should there be an issue with the design of a clinical trial, our results may be impacted. We may not discover such a flaw until the clinical trial is at an advanced stage.

We may also experience numerous unforeseen events during, or as a result of, clinical trials that could delay or prevent our ability to receive marketing approval or commercialize our product candidates, including:

- 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 or participants may drop out of these clinical trials or be lost to follow-up at a higher rate than we anticipate, or may elect to participate in alternative clinical

trials sponsored by our competitors with product candidates that treat the same indications as our product candidates;

- regulators or institutional review boards, or IRBs, may not authorize us or our investigators to commence a clinical trial, conduct a clinical trial at a prospective trial site, or amend trial protocols, or may require that we modify or amend our clinical trial protocols;
- we may experience delays in reaching, or fail to reach, agreement on acceptable clinical trial contracts or clinical trial protocols with prospective trial sites and/or contract research organizations, or CROs;
- clinical trials of our product candidates may produce negative or inconclusive results, or our studies may fail to reach the necessary level of statistical significance, and we may decide, or regulators may require us, to conduct additional clinical trials or abandon product development programs;
- our third-party contractors may fail to comply with regulatory requirements or the clinical trial protocol, or meet their contractual obligations to us in a timely manner, or at all, or we may be required to engage in additional clinical trial site monitoring;
- we, regulators, or IRBs may require that we or our investigators suspend or terminate clinical research for various reasons, including noncompliance with regulatory requirements or a finding that the participants are being exposed to unacceptable health risks, undesirable side effects, or other unexpected characteristics of the product candidate, or due to findings of undesirable effects caused by a chemically or mechanistically similar therapeutic or therapeutic candidate;
- changes could be adopted in marketing approval policies during the development period, rendering our data insufficient to obtain marketing approval;
- statutes or regulations could be amended or new ones could be adopted, especially in light of the new Administration in the United States;
- changes could be adopted in the regulatory review process for submitted product applications;
- the cost of clinical trials of our product candidates may be greater than we anticipate or we may have insufficient funds for a clinical trial or to pay the substantial user fees required by the FDA upon the filing of a Biologics License Application, or BLA, or equivalent authorizations from comparable foreign regulatory authorities;
- the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be insufficient or inadequate or we may not be able to obtain them on favorable terms due to reasons such as international trade policies;
- we may decide, or regulators may require us, to conduct or gather, as applicable, additional clinical trials, analyses, reports, data, or preclinical trials, or we may abandon product development programs;
- we may fail to reach an agreement with regulators or IRBs regarding the scope, design, or implementation of our clinical trials, and the FDA or comparable foreign regulatory authorities may require changes to our study designs that make further study impractical or not financially prudent;
- regulators may ultimately disagree with the design or our conduct of our preclinical studies or clinical trials, finding that they do not support product candidate approval;
- we may have delays in adding new investigators or clinical trial sites, or we may experience a withdrawal of clinical trial sites;
- patients that enroll in our studies may misrepresent their eligibility or may otherwise not comply with the clinical trial protocol, resulting in the need to drop the patients from the study or clinical trial, increase the needed enrollment size for the clinical trial or extend its duration;
- there may be regulatory questions or disagreements regarding interpretations of data and results;

- the FDA or comparable foreign regulatory authorities may disagree with our study design, including endpoints, or our interpretation of data from preclinical studies and clinical trials or find that a product candidate's benefits do not outweigh its safety risks;
- the FDA or comparable foreign regulatory authorities may not accept data from studies with clinical trial sites in foreign countries;
- the FDA or comparable foreign regulatory authorities may disagree with our intended indications;
- the FDA or comparable foreign regulatory authorities may fail to approve or subsequently find fault with the manufacturing processes or our manufacturing facilities for clinical and future commercial supplies;
- the data collected from clinical trials of our product candidates, including our registration directed or registration intended trials, may not be sufficient to the satisfaction of the FDA or comparable foreign regulatory authorities to support the submission of a BLA or other comparable submission in foreign jurisdictions or to obtain regulatory approval in the United States or elsewhere;
- the FDA or comparable foreign regulatory authorities may take longer than we anticipate to make a decision on our product candidates;
- we may not be able to demonstrate that a product candidate provides an advantage over current standards of care or current or future competitive therapies in development; and
- we, the third parties on which we rely, and the FDA may have delays in the conduct of our respective operations as a result of the effects of the COVID-19 pandemic, which could result in delays or prevent our ability to receive marketing approval or commercialize our product candidates.

Our development costs will also increase if we experience delays in testing or approvals, and we may not have sufficient funding to complete the testing and approval process for any of our product candidates. We may be required to obtain additional funds to complete clinical trials and prepare for possible commercialization of our product candidates. We do not know whether any preclinical tests or clinical trials beyond what we currently have planned will be required, will begin as planned, will need to be restructured, or will be completed on schedule, or at all. Significant delays relating to any preclinical or clinical trials also could shorten any periods during which we may have the exclusive right to commercialize our product candidates or allow our competitors to bring products to market before we do and impair our ability to successfully commercialize our product candidates and may harm our business and results of operations. In addition, many of the factors that cause, or lead to, delays in clinical trials may ultimately lead to the denial of marketing approval of any of our product candidates. If any of these occur, our business, financial condition, results of operations, stock price and prospects may be materially harmed.

We anticipate that our product candidates will be used in combination with third-party drugs, some of which are still in development, and we have limited or no control over the supply, regulatory status, or regulatory approval of such drugs.

Our product candidates may be administered in combination with checkpoint blockade drugs, a class of drugs that are intended to stop tumor cells from "switching off" an immune system attack against themselves. We have entered into agreements with BMS for the supply of nivolumab, its anti-PD-1 therapy, for use in connection with our ongoing IGRYTE Phase 1/2 trials with RP1 and our clinical trial with RP2. We have also entered into a clinical collaboration agreement with Regeneron, which includes the supply of cemiplimab, its anti-PD-1 therapy, for clinical trials conducted thereunder. We are enrolling patients in the CERPASS trial, our first planned clinical trial under the Regeneron agreement. We may enter into additional agreements for the supply of anti-PD-1 products for use in combination with and for the continued development of one or more of our product candidates. Our ability to develop and ultimately commercialize our product candidates used in combination with nivolumab, cemiplimab or any other checkpoint blockade therapy will depend on our ability to access such drugs on commercially reasonable terms for the clinical trials and their availability for use with the commercialized product, if approved. We cannot be certain that current or potential future commercial relationships will provide us with a steady supply of such drugs on commercially reasonable terms or at all.

Any failure to maintain or enter into new successful commercial relationships, or the expense of purchasing checkpoint blockade therapies in the market, may delay our development timelines, increase our costs and jeopardize our ability to develop our product candidates as commercially viable therapies. If any of these occur, our business, financial condition, results of operations, stock price and prospects may be materially harmed.

Moreover, the development of our product candidates for use in combination with another product or product candidate may present challenges that are not faced for single agent product candidates. While we have opened a clinical trial for use of RP1 as a monotherapy, we are generally developing RP1 and our other product candidates for use in combination with anti-PD-1 or potentially anti-PDL-1 therapies, and may develop RP1 or our other product candidates for use with other therapies. Although we intend our IGNYTE anti-PD-1 failed melanoma cohort and our CERPASS trial to be registration directed, the FDA may require us to use more complex clinical trial designs in order to evaluate the contribution of each product and product candidate to any observed effects. It is possible that the results of these trials could show that any positive previous trial results are attributable to the therapy with which our products were combined and not our product candidates. Moreover, following product approval, the FDA may require that products used in conjunction with each other be cross-labeled for combined use. To the extent that we do not have rights to the other product, this may require us to work with a third party to satisfy such a requirement. Moreover, developments related to the other product may impact our clinical trials for the combination as well as our commercial prospects should we receive marketing approval. Such developments may include changes to the other product's safety or efficacy profile, changes to the availability of the approved product, and changes to the standard of care.

In the event that BMS, Regeneron or any future collaborator or supplier cannot continue to supply their products on commercially reasonable terms or at all, we would need to identify alternatives for accessing an anti-PD-1 therapy. Additionally, should the supply of products from BMS, Regeneron or any future collaborator or supplier be interrupted, delayed or otherwise be unavailable to us, our clinical trials may be delayed, interrupted or halted. In the event we are unable to source a supply of an acceptable alternative anti-PD-1 therapy, or are unable to do so on commercially reasonable terms, our business, financial condition, results of operations, stock price and prospects may be materially harmed.

If we fail to develop additional product candidates, our commercial opportunity could be limited.

Our lead product candidate is RP1. A key part of our strategy is to pursue clinical development of RP1 and additional product candidates, including RP2 and RP3. Developing, obtaining marketing approval for, and commercializing additional product candidates will require substantial additional funding and will be subject to the risks of failure inherent in medical product development. We cannot assure our shareholders that we will be able to successfully advance any of these additional product candidates through the development process.

Even if we obtain approval from the FDA or comparable foreign regulatory authorities to market additional product candidates for the treatment of solid tumors, we cannot assure our shareholders that any such product candidates will be successfully commercialized, widely accepted in the marketplace, or more effective than other commercially available alternatives. If we are unable to successfully develop and commercialize additional product candidates, our commercial opportunity may be limited and our business, financial condition, results of operations, stock price and prospects may be materially harmed.

Risks related to regulatory approval

Even if our development efforts are successful, we may not obtain regulatory approval for any of our product candidates in the United States or other jurisdictions, which would prevent us from commercializing our product candidates. Even if we obtain regulatory approval for our product candidates, any such approval may be subject to limitations, including with respect to the approved indications or patient populations, which could impair our ability to successfully commercialize our product candidates.

We are not permitted to market or promote or sell any of our product candidates before we receive regulatory approval from the FDA or comparable foreign regulatory authorities, and we may never receive such regulatory approval for any of our product candidates. Securing marketing approval requires the submission of extensive preclinical and clinical data and supporting information to regulatory authorities for each therapeutic indication to establish the product candidate's safety and efficacy for that indication. Securing marketing approval also requires the submission of information about the product manufacturing process to, and inspection of manufacturing facilities and clinical trial sites by, the regulatory authorities. If we do not receive approval from the FDA and comparable foreign regulatory authorities for any of our product candidates, we will not be able to commercialize such product candidates in the United States or in other jurisdictions. If significant delays in obtaining approval for and commercializing our product candidates occur in any jurisdictions, our business, financial condition, results of operations, stock price and prospects will be materially harmed. Even if our product candidates are approved, they may:

- be subject to limitations on the indicated uses or patient populations for which they may be marketed, distribution restrictions, or other conditions of approval;

- contain significant safety warnings, including boxed warnings, contraindications, and precautions;
- not be approved with label statements necessary or desirable for successful commercialization; or
- contain requirements for costly post-market testing and surveillance, or other requirements, including the submission of a risk evaluation and mitigation strategy, or REMS, to monitor the safety or efficacy of the products.

We have not previously submitted a BLA to the FDA, or a similar marketing application to comparable foreign regulatory authorities, for any product candidate, and we can provide no assurance that we will ultimately be successful in obtaining regulatory approval for claims that are necessary or desirable for successful marketing, or at all.

The regulatory approval processes of the FDA and comparable foreign regulatory authorities are lengthy, time consuming and inherently unpredictable. If we are not able to obtain, or experience delays in obtaining, required regulatory approvals, we will not be able to commercialize our product candidates as expected, and our ability to generate revenue may be materially impaired.

The time required to obtain approval by the FDA and comparable foreign regulatory authorities is unpredictable but typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the substantial discretion of the regulatory authorities. In addition, approval policies, regulations, or the type and amount of clinical data necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions and there may be varying interpretations of data obtained from preclinical studies or clinical trials, any of which may cause delays or limitations in the approval or a decision not to approve an application. These regulatory requirements may require us to amend our clinical trial protocols, conduct additional preclinical studies or clinical trials that may require regulatory or IRB approval, or otherwise cause delays in the approval or rejection of an application. Any delay in obtaining or failure to obtain required approvals could materially adversely affect our ability to generate revenue from the particular product candidate, which may materially harm our business, financial condition, results of operations, stock price and prospects.

If we experience delays in obtaining approval, if we fail to obtain approval of a product candidate or if the label for a product candidate does not include the labeling claims necessary or desirable for the successful commercialization of that product candidate, the commercial prospects for such product candidate may be harmed and our ability to generate revenues from that product candidate may be materially impaired.

The FDA or a comparable foreign regulatory authority may determine that our product candidates have undesirable side effects that could delay or prevent their regulatory approval or commercialization.

There can be no assurance that undesirable side effects or serious adverse events will not be caused by or associated with RP1 or our other product candidates as they continue through or enter clinical development. Serious adverse events or undesirable side effects caused by our product candidates could cause us, IRBs, and other reviewing entities or regulatory authorities to interrupt, delay, or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or comparable foreign regulatory authorities. For example, if concerns are raised regarding the safety of a new therapeutic as a result of undesirable side effects identified during clinical or preclinical testing, the FDA or comparable foreign regulatory authority may order us to cease further development, decline to approve the product candidate or issue a letter requesting additional data or information prior to making a final decision regarding whether or not to approve the product candidate. The FDA or comparable foreign regulatory authorities, or IRBs and other reviewing entities, may also require, or we may voluntarily develop, strategies for managing adverse events during clinical development, which could include restrictions on our enrollment criteria, the use of stopping criteria, adjustments to a study's design, or the monitoring of safety data by a data monitoring committee, among other strategies. The FDA or comparable foreign regulatory authority requests for additional data or information could also result in substantial delays in the approval of our product candidates.

Undesirable side effects caused by any of our product candidates could also result in denial of regulatory approval by the FDA or comparable foreign regulatory authorities for any or all targeted indications or the inclusion of unfavorable information in our product labeling, such as limitations on the indicated uses for which the products may be marketed or distributed, a label with significant safety warnings, including boxed warnings, contraindications, and precautions, a label without statements necessary or desirable for successful commercialization, or may result in requirements for costly post-marketing testing and surveillance, or other requirements, including REMS, to monitor the safety or efficacy of the products, and in turn prevent us from commercializing and generating revenues from the sale of our product candidates. Undesirable side effects may limit the potential market for any approved products or could result in the discontinuation of the sales and

marketing of the product, or withdrawal of product approvals. Later discovered undesirable side effects may further result in the imposition of a REMS, label revisions, post approval study requirements, or other testing and surveillance.

If any of our product candidates is associated with serious adverse events or undesirable side effects or have properties that are unexpected, we may need to abandon development or limit development of that product candidate to certain uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk/benefit perspective. The therapeutic-related side effects could affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. Any of these occurrences may materially harm our business, financial condition, results of operations, stock price and prospects.

Changes in product candidate manufacturing or formulation may result in additional costs or delay.

As product candidates are developed through preclinical studies to later stage clinical trials towards approval and commercialization, it is common that various aspects of the development program, such as manufacturing methods, facilities, equipment and formulation, are altered along the way in an effort to optimize processes and results. Any of these changes could cause our product candidates to perform differently and affect the results of planned clinical trials or other future clinical trials conducted with the altered materials. Such changes may also require additional testing, or notification to, or approval by the FDA or a comparable foreign regulatory authority. This could delay completion of clinical trials, require the conduct of bridging clinical trials or studies, require the repetition of one or more clinical trials, increase clinical trial costs, delay approval of our product candidates and/or jeopardize our ability to commence product sales and generate revenue.

Regulatory approval by the FDA or comparable foreign regulatory authorities is limited to those specific indications and conditions for which approval has been granted, and we may be subject to substantial fines, criminal penalties, injunctions, or other enforcement actions if we are determined to be promoting the use of our products for unapproved or “off label” uses, resulting in damage to our reputation and business.

We must comply with requirements concerning advertising and promotion for any product candidates for which we obtain marketing approval. Promotional communications with respect to therapeutics are subject to a variety of legal and regulatory restrictions and continuing review by the FDA, Department of Justice, Department of Health and Human Services’ Office of Inspector General, state attorneys general, members of Congress, and the public. When the FDA or comparable foreign regulatory authorities issue regulatory approval for a product candidate, the regulatory approval is limited to those specific uses and indications for which a product is approved. If we are not able to obtain FDA approval for desired uses or indications for our product candidates, we may not market or promote them for those indications and uses, referred to as off label uses, and our business, financial condition, results of operations, stock price and prospects may be materially harmed. We also must sufficiently substantiate any claims that we make for our products, including claims comparing our products to other companies’ products, and must abide by the FDA’s strict requirements regarding the content of promotion and advertising.

While physicians may choose to prescribe products for uses that are not described in the product’s labeling and for uses that differ from those tested in clinical trials and approved by the regulatory authorities, we are prohibited from marketing and promoting the products for indications and uses that are not specifically approved by the FDA. These off label uses are common across medical specialties and may constitute an appropriate treatment for some patients in varied circumstances. Regulatory authorities in the United States generally do not restrict or regulate the behavior of physicians in their choice of treatment within the practice of medicine. Regulatory authorities do, however, restrict communications by biopharmaceutical companies concerning off label use.

If we are found to have impermissibly promoted any of our product candidates, we may become subject to significant liability and government fines. The FDA and other agencies actively enforce the laws and regulations regarding product promotion, particularly those prohibiting the promotion of off label uses, and a company that is found to have improperly promoted a product may be subject to significant sanctions. The federal government has levied large civil and criminal fines against companies for alleged improper promotion and has enjoined several companies from engaging in off label promotion. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed.

In the United States, engaging in the impermissible promotion of our products, following approval, for off label uses can also subject us to false claims and other litigation under federal and state statutes. These include fraud and abuse and consumer protection laws, which can lead to civil and criminal penalties and fines and agreements with governmental authorities that materially restrict the manner in which we promote or distribute therapeutic products and conduct our business. These restrictions could include corporate integrity agreements, suspension or exclusion from participation in federal and state healthcare programs, and suspension and debarment from government contracts and refusal of orders under existing government contracts. These False Claims Act lawsuits against manufacturers of drugs and biologics have increased significantly in volume and breadth. In addition, False Claims Act lawsuits may expose manufacturers to follow-on claims by private payers based on fraudulent marketing practices. This growth in litigation has increased the risk that a biopharmaceutical company will have to defend a false claim action, pay settlement fines or restitution, as well as criminal and civil penalties, agree to comply with burdensome reporting and compliance obligations, and be excluded from Medicare, Medicaid, or other federal and state healthcare programs. If we do not lawfully promote our approved products, if any, we may become subject to such litigation and, if we do not successfully defend against such actions, those actions may have a material adverse effect on our business, financial condition, results of operations, stock price and prospects.

In the United States, the promotion of biopharmaceutical products is subject to additional FDA requirements and restrictions on promotional statements. If after one or more of our product candidates obtains marketing approval the FDA determines that our promotional activities violate its regulations and policies pertaining to product promotion, it could request that we modify our promotional materials or subject us to regulatory or other enforcement actions, including issuance of warning letters or untitled letters, suspension or withdrawal of an approved product from the market, requests for recalls, payment of civil fines, disgorgement of money, imposition of operating restrictions, injunctions or criminal prosecution, and other enforcement actions. Similarly, industry codes in foreign jurisdictions may prohibit companies from engaging in certain promotional activities and regulatory agencies in various countries may enforce violations of such codes with civil penalties. If we become subject to regulatory and enforcement actions our business, financial condition, results of operations, stock price and prospects will be materially harmed.

Even if our product candidates receive regulatory approval, we will be subject to ongoing obligations and continued regulatory review, which may result in significant additional expense and limit how we manufacture and market our products.

Any product candidate for which we obtain marketing approval will be subject to extensive and ongoing requirements of and review by the FDA and comparable foreign regulatory authorities, including requirements related to the manufacturing processes, post approval clinical data, labeling, packaging, distribution, adverse event reporting, shortage reporting, risk management plans, supply chain security, storage, recordkeeping, export, import, advertising, marketing, and promotional activities for such product. These requirements further include submissions of safety and other post-marketing information, including manufacturing deviations and reports, registration and listing requirements, the payment of annual fees, continued compliance with current Good Manufacturing Practice, or cGMP, requirements relating to manufacturing, quality control, quality assurance, and corresponding maintenance of records and documents, and good clinical practices, or GCPs, for any clinical trials that we conduct post approval.

The FDA and comparable foreign regulatory authorities will continue to closely monitor the safety profile of any product even after approval. If the FDA or comparable foreign regulatory authorities become aware of new safety information after approval of any of our product candidates, they may withdraw approval, issue public safety alerts, require labeling changes or establishment of a REMS or similar strategy, impose significant restrictions on a product's indicated uses or marketing, or impose ongoing requirements for potentially costly post approval studies or post-market surveillance. Any such restrictions could limit sales of the product.

We and any of our suppliers or collaborators, including our contract manufacturers, could be subject to periodic unannounced inspections by the FDA to monitor and ensure compliance with cGMPs and other FDA regulatory requirements. Application holders must further notify the FDA, and depending on the nature of the change, obtain FDA preapproval for product and manufacturing changes.

In addition, later discovery of previously unknown adverse events or that the product is less effective than previously thought or other problems with our products, manufacturers or manufacturing processes, or failure to comply with regulatory requirements both before and after approval, may yield various negative results, including:

- restrictions on manufacturing, distribution, or marketing of such products;

- restrictions on the labeling, including required additional warnings, such as black boxed warnings, contraindications, precautions, and restrictions on the approved indication or use;
- modifications to promotional pieces;
- issuance of corrective information;
- requirements to conduct post-marketing studies or other clinical trials;
- clinical holds or termination of clinical trials;
- requirements to establish or modify a REMS or similar strategy;
- changes to the way the product candidate is administered;
- liability for harm caused to patients or subjects;
- reputational harm;
- the product becoming less competitive;
- warning, untitled, or cyber letters;
- suspension of marketing or withdrawal of the products from the market;
- regulatory authority issuance of safety alerts, Dear Healthcare Provider letters, press releases, or other communications containing warnings or other safety information about the product candidate;
- refusal to approve pending applications or supplements to approved applications that we submit;
- recalls of products;
- fines, restitution or disgorgement of profits or revenues;
- suspension or withdrawal of marketing approvals;
- refusal to permit the import or export of our products;
- product seizure or detention;
- FDA debarment, suspension and debarment from government contracts, and refusal of orders under existing government contracts, exclusion from federal healthcare programs, consent decrees, or corporate integrity agreements; or
- injunctions or the imposition of civil or criminal penalties, including imprisonment.

Any of these events could prevent us from achieving or maintaining market acceptance of the particular product candidate, if approved, or could substantially increase the costs and expenses of commercializing such product, which in turn could delay or prevent us from generating significant revenues from its marketing and sale. Any of these events could further have other material and adverse effects on our operations and business and could adversely impact our business, financial condition, results of operations, stock price and prospects.

The FDA's policies or those 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, limit the marketability of our product candidates, or impose additional regulatory obligations on us. Changes in medical practice and standard of care may also impact the marketability of our product candidates.

If we are slow or unable to adapt to changes in existing requirements, standards of care, 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 be subject to regulatory enforcement action.

Should any of the above actions take place, we could be prevented from or significantly delayed in achieving profitability. Further, the cost of compliance with post approval regulations may have a negative effect on our operations and business and could adversely impact our business, financial condition, results of operations, stock price and prospects.

Obtaining and maintaining marketing approval for our product candidates in one jurisdiction would not mean that we will be successful in obtaining marketing approval of that product candidate in other jurisdictions, which could prevent us from marketing our products internationally.

Obtaining and maintaining marketing approval of our product candidates in one jurisdiction would not guarantee that we will be able to obtain or maintain marketing approval in any other jurisdiction, while a failure or delay in obtaining marketing approval in one jurisdiction may have a negative effect on the marketing approval process in others. For example, even if the FDA grants marketing approval of a product candidate, comparable foreign regulatory authorities must also approve the manufacturing, marketing and promotion of the product candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from and, in some cases, greater than, those in the United States, including additional preclinical studies or clinical trials, as clinical trials conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In many jurisdictions outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that we intend to charge for our products is also subject to approval. Additionally, with the full departure of the United Kingdom from the European Union in January 2021, commonly referred to as Brexit, there is continuing regulatory uncertainty. Since a significant proportion of the regulatory framework in the United Kingdom is derived from European Union directives and regulations, and the degree to which the United Kingdom and European Union regulatory regimes align or diverge could materially impact the execution of our clinical trials or approval of our product candidates in the United Kingdom or the European Union.

Regulatory authorities in jurisdictions outside of the United States have requirements for approval of product candidates with which we must comply prior to marketing in those jurisdictions. Obtaining foreign marketing approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we fail to comply with the regulatory requirements in international markets and/or receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed. If we obtain approval for any product candidate and ultimately commercialize that product in foreign markets, we would be subject to additional risks and uncertainties, including the burden of complying with complex and changing foreign regulatory, tax, accounting and legal requirements and the reduced protection of intellectual property rights in some foreign countries.

Risks related to commercialization

If we are unable to successfully commercialize any product candidate for which we receive regulatory approval, or experience significant delays in doing so, our business will be materially harmed.

If we are successful in obtaining marketing approval from applicable regulatory authorities for RP1 or any of our other product candidates, our ability to generate revenues from our product candidates will depend on our success in:

- launching commercial sales of our product candidates, whether alone or in collaboration with others;
- receiving an approved label with claims that are necessary or desirable for successful marketing, and that does not contain safety or other limitations that would impede our ability to market the product candidates;
- creating market demand for our product candidates through marketing, sales and promotion activities;
- hiring, training, and deploying a sales force or contracting with third parties to commercialize product candidates in the United States;
- manufacturing product candidates in sufficient quantities and at acceptable quality and cost to meet commercial demand at launch and thereafter;

- establishing and maintaining agreements with wholesalers, distributors, and group purchasing organizations on commercially reasonable terms;
- creating partnerships with, or offering licenses to, third parties to promote and sell product candidates in foreign markets where we receive marketing approval;
- maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- achieving market acceptance of our product candidates by patients, the medical community, and third-party payors;
- achieving appropriate reimbursement for our product candidates;
- effectively competing with other therapies; and
- maintaining a continued acceptable safety profile of our product candidates following launch.

To the extent we are not able to do any of the foregoing, our business, financial condition, results of operations, stock price and prospects will be materially harmed.

We face significant competition from other biopharmaceutical and biotechnology companies, academic institutions, government agencies, and other research organizations, which may result in others discovering, developing or commercializing products more quickly or marketing them more successfully than us. If their product candidates are shown to be safer or more effective than ours, our commercial opportunity may be reduced or eliminated.

The development and commercialization of cancer immunotherapy products is characterized by rapidly advancing technologies, intense competition and a strong emphasis on proprietary rights. We face competition with respect to our current product candidates, and will face competition with respect to any product candidates that we may seek to develop or commercialize in the future, from major biopharmaceutical companies, specialty biopharmaceutical companies, and biotechnology companies worldwide. There are a number of large biopharmaceutical and biotechnology companies that currently market and sell products or are pursuing the development of products for the treatment of solid tumors, including oncolytic immunotherapy and cancer vaccine approaches. Potential competitors also include academic institutions, government agencies, and other public and private research organizations that conduct research, seek patent protection, and establish collaborative arrangements for research, development, manufacturing, and commercialization.

While our product candidates are intended to be used in combination with other drugs with different mechanisms of action, if and when marketed they will still compete with a number of drugs that are currently marketed or in development that also target cancer. To compete effectively with these drugs, our product candidates will need to demonstrate advantages in clinical efficacy and safety compared to these competitors when used alone or in combination with other drugs.

Our commercial opportunities could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are easier to administer or are less expensive alone or in combination with other therapies than any products that we may develop alone or in combination with other therapies. Our competitors also may obtain FDA or comparable foreign regulatory authority approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. In addition, our ability to compete may be affected in many cases by insurers or other third-party payors coverage decisions.

Certain of the companies with which we are competing or may compete in the future have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals, and marketing approved products than we do. Mergers and acquisitions in the biopharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. Early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These third parties compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in developing or acquiring technologies complementary to, or necessary for, our programs. If we are unable to successfully compete with these companies our business, financial condition, results of operations, stock price and prospects may be materially harmed.

If we are unable to establish effective marketing, sales and distribution capabilities or enter into agreements with third parties to market and sell our product candidates, if they are approved, the revenues that we generate may be limited and we may never become profitable.

We currently do not have a commercial infrastructure for the marketing, sale, and distribution of our product candidates. If and when our product candidates receive marketing approval, we intend to commercialize our product candidates on our own in the United States and potentially with pharmaceutical or biotechnology partners in other geographies. In order to commercialize our products, we must build our marketing, sales, and distribution capabilities or make arrangements with third parties to perform these services. We may not be successful in doing so. Should we decide to move forward in developing our own marketing capabilities, we may incur expenses prior to product launch or even approval in order to recruit a sales force and develop a marketing and sales infrastructure. If a commercial launch is delayed as a result of FDA or comparable foreign regulatory authority requirements or other reasons, we would incur these expenses prior to being able to realize any revenue from sales of our product candidates. Even if we are able to effectively hire a sales force and develop a marketing and sales infrastructure, our sales force and marketing teams may not be successful in commercializing our product candidates. This may be costly, and our investment would be lost if we cannot retain or reposition our sales and marketing personnel.

We may also or alternatively decide to collaborate with third-party marketing and sales organizations to commercialize any approved product candidates in the United States, in which event, our ability to generate product revenues may be limited. To the extent we rely on third parties to commercialize any products for which we obtain regulatory approval, we may receive less revenues than if we commercialized these products ourselves, which could materially harm our prospects. In addition, we would have less control over the sales efforts of any other third parties involved in our commercialization efforts, and could be held liable if they failed to comply with applicable legal or regulatory requirements.

We have no prior experience in the marketing, sale, and distribution of biopharmaceutical products, and there are significant risks involved in building and managing a commercial infrastructure. The establishment and development of commercial capabilities, including compliance plans, to market any products we may develop will be expensive and time consuming and could delay any product launch, and we may not be able to successfully develop this capability. We will have to compete with other biopharmaceutical and biotechnology companies, including oncology-focused companies, to recruit, hire, train, manage, and retain marketing and sales personnel, which is expensive and time consuming and could delay any product launch. Developing our sales capabilities may also divert resources and management attention away from product development.

In the event we are unable to develop a marketing and sales infrastructure, we may not be able to commercialize our product candidates in the United States or elsewhere, which could limit our ability to generate product revenues and materially harm our business, financial condition, results of operations, stock price and prospects. Factors that may inhibit our efforts to commercialize our product candidates include:

- the inability to recruit, train, manage, and retain adequate numbers of effective sales and marketing personnel;
- the inability of sales personnel to obtain access to physicians or persuade adequate numbers of physicians to prescribe our product candidates;
- our inability to effectively oversee a geographically dispersed sales and marketing team;
- the costs associated with training sales and marketing personnel on legal and regulatory compliance matters and monitoring their actions;
- an inability to secure adequate coverage and reimbursement by government and private health plans;
- the clinical indications for which the products are approved and the claims that we may make for the products;
- limitations or warnings, including distribution or use restrictions, contained in the products' approved labeling;
- any distribution and use restrictions imposed by the FDA or comparable foreign regulatory authorities or to which we agree as part of a mandatory REMS or voluntary risk management plan;
- liability for sales or marketing personnel who fail to comply with the applicable legal and regulatory requirements;
- the lack of complementary products to be offered by sales personnel, which may put us at a competitive disadvantage relative to companies with more extensive product lines; and

- unforeseen costs and expenses associated with creating an independent sales and marketing organization or engaging a contract sales organization.

Our product candidates are based on a novel approach to the treatment of cancer, which makes it difficult to predict the time and cost of product candidate development.

We have concentrated all of our research and development efforts on product candidates based on our Immulytic platform, and our future success depends on the successful development of this therapeutic approach. There can be no assurance that any development problems we experience in the future will not cause significant delays or unanticipated costs, or that such development problems can be solved. Should we encounter development problems, including unfavorable preclinical or clinical trial results, the FDA and foreign regulatory authorities may refuse to approve our product candidates, or may require additional information, tests, or trials, which could significantly delay product development and significantly increase our development costs. Moreover, even if we are able to provide the requested information or trials to the FDA, there would be no guarantee that the FDA would accept them or approve our product candidates. We may also experience delays in developing a sustainable, reproducible and scalable manufacturing process, or developing or qualifying and validating product release assays, other testing and manufacturing methods, and our equipment and facilities in a timely manner, which may prevent us from completing our clinical trials or commercializing our product candidates on a timely or profitable basis, if at all.

In addition, the clinical trial requirements of the FDA and 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 potential products. The FDA and comparable foreign regulatory authorities have limited experience with the approval of oncolytic immunotherapies. Only one oncolytic immunotherapy, T-Vec, has received FDA approval to date. Any product candidates that are approved may be subject to extensive post approval regulatory requirements, including requirements pertaining to manufacturing, distribution, and promotion. We may need to devote significant time and resources to compliance with these requirements.

If our product candidates do not achieve broad market acceptance, the revenues that we generate from their sales may be limited, and we may never become profitable.

We have never commercialized a product candidate for any indication. Even if our product candidates are approved by the appropriate regulatory authorities for marketing and sale, they may not gain acceptance among physicians, patients, third-party payors, and others in the medical community. If any product candidates for which we obtain regulatory approval do not gain an adequate level of market acceptance, we could be prevented from or significantly delayed in achieving profitability. Market acceptance of our product candidates by the medical community, patients, and third-party payors will depend on a number of factors, some of which are beyond our control. For example, physicians are often reluctant to switch their patients and patients may be reluctant to switch from existing therapies even when new and potentially more effective or safer treatments enter the market.

Efforts to educate the medical community and third party payors on the benefits of our product candidates may require significant resources and may not be successful. If any of our product candidates is approved but does not achieve an adequate level of market acceptance, we could be prevented from or significantly delayed in achieving profitability. The degree of market acceptance of any of our product candidates will depend on a number of factors, including:

- the efficacy of our product candidates in combination with marketed checkpoint blockade drugs;
- the commercial success of the checkpoint blockade drugs with which our products are co-administered;
- the prevalence and severity of adverse events associated with our product candidates or those products with which they are co-administered;
- the clinical indications for which the products are approved and the approved claims that we may make for the products;
- limitations or warnings contained in the product's FDA-approved labeling or those of comparable foreign regulatory authorities, including potential limitations or warnings for our product candidates that may be more restrictive than other competitive products;

- changes in the standard of care for the targeted indications for our product candidates, which could reduce the marketing impact of any claims that we could make following FDA approval or approval by comparable foreign regulatory authorities, if obtained;
- the relative convenience and ease of administration of our product candidates by direct injection into tumors, a less common method for the administration of oncology therapies than systemic administration, which may result in slower adoption of our therapies;
- the relative convenience and ease of administration of any products with which our product candidates are co-administered;
- the cost of treatment compared with the economic and clinical benefit of alternative treatments or therapies;
- the availability of adequate coverage or reimbursement by third parties, such as insurance companies and other healthcare payors, and by government healthcare programs, including Medicare and Medicaid;
- the price concessions required by third-party payors to obtain coverage;
- the extent and strength of our marketing and distribution of our product candidates;
- the safety, efficacy, and other potential advantages over, and availability of, alternative treatments already used or that may later be approved;
- distribution and use restrictions imposed by the FDA or comparable foreign regulatory authorities with respect to our product candidates or to which we agree as part of a REMS or voluntary risk management plan;
- the timing of market introduction of our product candidates, as well as competitive products;
- our ability to offer our product candidates for sale at competitive prices;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the extent and strength of our third-party manufacturer and supplier support;
- the actions of companies that market any products with which our product candidates are co-administered;
- the approval of other new products;
- adverse publicity about our product candidates or any products with which they are co-administered, or favorable publicity about competitive products; and
- potential product liability claims.

The size of the potential market for our product candidates is difficult to estimate and, if any of our assumptions are inaccurate, the actual markets for our product candidates may be smaller than our estimates.

The potential market opportunities for our product candidates are difficult to estimate and will depend in large part on the drugs with which our product candidates are co-administered and the success of competing therapies and therapeutic approaches. In particular, the market opportunity for oncolytic immunotherapies is hard to estimate given that it is an emerging field with only one existing FDA-approved oncolytic immunotherapy, T-Vec, which has yet to enjoy broad market acceptance. Our estimates of the potential market opportunities are predicated on many assumptions, which may include industry knowledge and publications, third-party research reports, and other surveys. Although we believe that our internal assumptions are reasonable, these assumptions involve the exercise of significant judgment on the part of our management, are inherently uncertain, and their reasonableness has not been assessed by an independent source. If any of the assumptions proves to be inaccurate, the actual markets for our product candidates could be smaller than our estimates of the potential market opportunities.

Negative developments in the field of immuno-oncology could damage public perception of our product candidates and negatively affect our business.

The commercial success of our product candidates will depend in part on public acceptance of the use of cancer immunotherapies. Adverse events in clinical trials of RP1 or our other product candidates or in clinical trials of others developing similar products and the resulting publicity, as well as any other negative developments in the field of immuno-oncology that may occur in the future, including in connection with competitor therapies, could result in a decrease in demand for our product candidates. These events could also result in the suspension, discontinuation, or clinical hold of or modification to our clinical trials. If public perception is influenced by claims that the use of cancer immunotherapies is unsafe, whether related to our therapies or those of our competitors, our product candidates may not be accepted by the general public or the medical community and potential clinical trial subjects may be discouraged from enrolling in our clinical trials. As a result, we may not be able to continue or may be delayed in conducting our development programs.

As our product candidates consist of a modified virus, adverse developments in antiviral vaccines or clinical trials of other oncolytic immunotherapy products based on viruses may result in a disproportionately negative effect for our product candidates as compared to other products in the field of immuno-oncology that are not based on viruses. Future negative developments in the field of immuno-oncology or the biopharmaceutical industry could also result in greater governmental regulation, stricter labeling requirements and potential regulatory delays in the testing or approvals of our products. Any increased scrutiny could delay or increase the costs of obtaining marketing approval for our product candidates.

Risks related to our financial position and need for additional capital

We are a clinical stage biopharmaceutical company with a very limited operating history. We have incurred net losses since our inception and anticipate that we will continue to incur substantial and increasing net losses in the foreseeable future. We may never achieve or sustain profitability.

We are a clinical stage biopharmaceutical company with a limited operating history, and we are early in our development efforts. We have no products approved for commercial sale and have not generated any revenue from product sales to date, and we continue to incur significant research and development and other expenses related to our ongoing operations. Investment in biopharmaceutical product development is highly speculative because it 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 marketing approval and become commercially viable. We have financed our operations to date primarily through the sale of equity securities, including the sale of our common stock and pre-funded warrants in our public offerings. Since our inception, most of our resources have been dedicated to the preclinical and clinical development of our Immulytic platform, RP1 and our other product candidates. The size of our future net losses will depend, in part, on our future expenses and our ability to generate revenue, if any.

We are not profitable and have incurred losses in each period since our inception. For the six months ended September 30, 2021 and 2020, we reported a net loss of \$56.7 million and \$37.6 million, respectively. At September 30, 2021, we had an accumulated deficit of \$249.8 million. We expect to continue to incur significant losses for the foreseeable future, and we expect these losses to increase as we continue our research and development of, and seek marketing approvals for, RP1, our other product candidates and any additional product candidates we may develop.

Even if we succeed in receiving marketing approval for and commercialize RP1 or our other product candidates, we will continue to incur substantial research and development and other expenditures to develop and market additional potential products. We may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue. Our prior losses and expected future losses have had and will continue to have an adverse effect on our stockholders' equity and working capital.

We have never generated any revenue from product sales, and our ability to generate revenue from product sales and become profitable will depend significantly on our success in achieving a number of goals.

We have no products approved for commercial sale, have not generated any revenue from product sales, and do not anticipate generating any revenue from product sales until after we have received marketing approval for the commercial sale of a product candidate, if ever. Our ability to generate revenue and achieve profitability depends significantly on our success in achieving a number of goals, including:

- completing research regarding, and preclinical and clinical development of, RP1 and our other product candidates;
- obtaining marketing approvals for RP1 and our other product candidates for which we complete clinical trials;

- developing a sustainable and scalable manufacturing process for RP1 and our other product candidates, including establishing and maintaining commercially viable supply and manufacturing relationships with third parties;
- launching and commercializing RP1 and our other product candidates for which we obtain marketing approvals, either directly or with a collaborator or distributor;
- obtaining market acceptance of RP1 and our other product candidates as viable treatment options;
- addressing any competing technological and market developments;
- identifying, assessing, acquiring and developing new product candidates;
- negotiating favorable terms in any collaboration, licensing, or other arrangements into which we may enter;
- obtaining, maintaining, protecting, and expanding our portfolio of intellectual property rights, including patents, trade secrets, and know-how; and
- attracting, hiring, and retaining qualified personnel.

Even if our product candidates or any future product candidates that we develop are approved for commercial sale, we anticipate incurring significant costs associated with commercializing any such product candidate. Our expenses could increase beyond expectations if we are required by the FDA or comparable foreign regulatory authorities to change our manufacturing processes or assays, or to perform clinical, nonclinical, or other types of studies in addition to those that we currently anticipate.

If we are successful in obtaining regulatory approvals to market RP1 or our other product candidates, our revenue will be dependent, in part, upon the size of the markets in the territories for which we gain marketing approval, the accepted price for the product, the ability to get reimbursement at any price, and whether we own the commercial rights for that territory. If the number of our addressable patients is not as significant as we estimate, the indication approved by regulatory authorities is narrower than we expect, the labels for our product candidates contain significant safety warnings, regulatory authorities impose burdensome or restrictive distribution requirements, or the reasonably accepted patient population for treatment is narrowed by competition, physician choice or treatment guidelines, we may not generate significant revenue from sales of such products, even if approved. If we are not able to generate revenue from the sale of any approved products, we could be prevented from or significantly delayed in achieving profitability.

We will require additional financing to achieve our goals, and a failure to obtain this necessary capital when needed on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development or commercialization efforts.

Our operations have consumed substantial amounts of cash since inception. At September 30, 2021, our cash and cash equivalents and short-term investments were \$435.8 million. We expect to continue to spend substantial amounts to continue the clinical and preclinical development of RP1 and our other product candidates. Accordingly, we will need to obtain additional funds to achieve our business objectives. If we are able to gain marketing approval of any product candidate, we will require significant additional amounts of cash in order to launch and commercialize such product. In addition, other unanticipated costs may arise.

Our future capital requirements depend on many factors, including:

- the scope, progress, results and costs of researching and developing RP1 and our other product candidates, and conducting preclinical studies and clinical trials;
- the timing of, and the costs involved in, obtaining marketing approvals for RP1 and our other product candidates if clinical trials are successful;
- the success of any collaborations;
- the cost of commercialization activities for any approved product, including marketing, sales and distribution costs;
- the cost and timing of operating our manufacturing facility;

- the cost of manufacturing RP1 and our other product candidates for clinical trials in preparation for marketing approval and commercialization;
- our ability to establish and maintain strategic licensing or other arrangements and the financial terms of such agreements;
- the costs involved in preparing, filing, prosecuting, maintaining, expanding, defending and enforcing patent claims, including litigation costs and the outcome of such litigation;
- the timing, receipt, and amount of sales of, or royalties on, our future products, if any; and
- the emergence of competing cancer therapies and other adverse market developments.

We do not have any committed external source of funds or other support for our development efforts. Until we can generate sufficient product revenue to finance our cash requirements, which we may never do, we expect to finance our future cash needs through a combination of public or private equity offerings, debt financings, collaborations, strategic alliances, licensing arrangements and other marketing or distribution arrangements. Based on our research and development plans, we expect that our existing cash and cash equivalents and short-term investments will enable us to fund our planned operating expenses and capital expenditure requirements into the second half of 2024, excluding any confirmatory trial required by the FDA or other regulatory body. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect. In addition, because the design and outcome of our planned and anticipated clinical trials is highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of RP1 or our other product candidates.

Risks related to intellectual property

If we are unable to obtain, maintain and protect our intellectual property rights for our technology and product candidates, or if our intellectual property rights are inadequate, our competitive position could be harmed.

Our commercial success will depend in part on our ability to obtain and maintain patent and other intellectual property protection in the United States and other countries with respect to our technology, Immulytic platform, RP1 and our other product candidates. We rely on trade secret, patent, copyright and trademark laws, and confidentiality, licensing and other agreements with employees and third parties, all of which offer only limited protection.

The patent positions of biotechnology and pharmaceutical companies generally are highly uncertain, involve complex legal and factual questions and have in recent years been the subject of much litigation and subject to change with regulatory agencies and court decisions. As a result, the issuance, scope, validity, enforceability and commercial value of our licensed patents and any patents we own in the future are highly uncertain. The steps we have taken to protect our proprietary rights may not be adequate to preclude misappropriation of our proprietary information, use by third parties of our products or infringement of our intellectual property rights, both inside and outside of the United States.

Our pending applications cannot be enforced against third parties practicing the inventions claimed in such applications unless and until a patent issues from such applications. Because the issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, our issued patents and issued patents that we license from third parties or may own have been and in the future may be challenged in the courts or patent offices in the United States and abroad. Further, the examination process may require us to narrow the claims for our pending patent applications, which may limit the scope of patent protection that may be obtained if these applications issue. The scope of a patent may also be interpreted or reinterpreted after issuance. The rights that may be granted under our future issued patents may not provide us with the proprietary protection or competitive advantages we are seeking. In addition, defending against challenges in respect of the inventorship, scope, validity or enforceability of our patents may be expensive, time consuming, difficult and in some cases may not be possible. Although we enter into nondisclosure and confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, collaborators, and other third parties, any of these parties may breach the agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection. In addition, the patent prosecution process is expensive, time consuming and complex, and we may not be able to file, prosecute, maintain, enforce or license all necessary or desirable patent applications at a reasonable cost or in a timely manner. If we are unable to obtain and maintain patent protection for our technology or inventions, or for RP1 or our other product candidates, or if the scope of the patent protection obtained is not sufficient, our competitors could develop and commercialize products similar or superior to ours, and our ability to successfully commercialize RP1 or our other product candidates and future technologies or inventions may be adversely affected.

Patent terms may be inadequate to protect our competitive position on our products for an adequate amount of time, and our product candidates for which we intend to seek approval as biological products may face competition sooner than anticipated. Given the amount of time required for the development, testing and regulatory review of our product candidates, such as RP1 and our other product candidates, patents protecting such product candidates might expire before or shortly after such product candidates are commercialized.

Filing, prosecuting and defending patents on our technology or inventions in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries or regions outside the United States can be less protective of our products than those in the United States. In addition, the laws and practices of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Changes to the patent law in the United States and other jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect RP1 and our other product candidates. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies or inventions in jurisdictions where we have not obtained patent protection to develop and/or manufacture their own products and may export otherwise infringing products to territories where we have patent protection but where enforcement is not as strong as that in the United States. These products may compete with our products and our patent claims or other intellectual property rights may not be effective or sufficient to prevent them from so competing.

Protecting against the unauthorized use of our patented inventions, trademarks and other intellectual property rights is expensive, time consuming, difficult and in some cases may not be possible. In some cases, it may be difficult or impossible to detect third-party infringement or misappropriation of our intellectual property rights, even in relation to issued patent claims, and proving any such infringement or misappropriation may be even more difficult. If we are unable to obtain, maintain, and protect our intellectual property our competitive advantage could be harmed, and it could result in a material adverse effect on our business, financial condition, results of operations, stock price and prospects.

In addition to seeking patent protection, we also rely on other proprietary rights, including protection of trade secrets, know-how and confidential and proprietary information. Although we enter into confidentiality agreements with our employees, consultants, collaborators, suppliers, manufacturers and other third parties who have access to our trade secrets, and our agreements with employees also provide that any inventions conceived by the individual in the course of rendering services to us shall be our exclusive property, we may not obtain these agreements in all circumstances, and individuals with whom we have these agreements may not comply with their terms or may have conflicting agreements with third parties. In addition, in the event of unauthorized use or disclosure of our trade secrets or proprietary information, these agreements, even if obtained, may not provide meaningful protection, particularly for our trade secrets or other confidential information. To the extent that our employees, consultants or contractors use technology or know-how owned by third parties in their work for us, disputes may arise between us and those third parties as to the rights in related inventions. If any of our trade secrets, know-how or confidential or proprietary information were to be lawfully obtained, patented or independently developed by a competitor or other third party, we would have no right to prevent them from using that technology or information to compete with us and may be blocked from using such trade secrets, know-how or confidential or proprietary information ourselves. The disclosure of our trade secrets or the independent development of our trade secrets by a competitor or other third party would impair our competitive position and may materially harm our business, financial condition, results of operations, stock price and prospects.

Third parties may in the future initiate legal proceedings alleging that we are infringing their intellectual property rights, and we may become involved in lawsuits or other administrative procedures to protect or enforce our intellectual property, which could be expensive, time consuming and unsuccessful and have a material adverse effect on the success of our business.

Our commercial success depends on our ability and the ability of our current or future collaborators to develop, manufacture, market and sell RP1 and our other product candidates, and to use our related proprietary technologies without infringing, misappropriating or otherwise violating the intellectual property and proprietary rights of third parties. The biotechnology and pharmaceutical industries are characterized by extensive litigation regarding patents and other intellectual property rights. We may become party to, or threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to our current and any other future product candidates. Third parties may assert infringement or other intellectual property claims against us based on existing patents or patents that may be filed and/or granted in the future. At times we may attempt to initiate litigation or other administrative procedures to invalidate or otherwise limit the scope of a third party's intellectual property and these attempts may not be successful. If we are found to infringe a third party's intellectual property rights, and we are unsuccessful in demonstrating that such intellectual property rights are invalid, unenforceable or otherwise not infringed, we could be required to obtain a license from such third-party to continue developing, manufacturing and commercializing RP1 and our other product candidates. Such a license may not be available on commercially reasonable terms, or at all. Even if we were able to obtain a license, it could be nonexclusive, thereby giving our

competitors and other third parties access to the same technologies and inventions licensed to us, and it could require us to make substantial licensing and royalty payments. We also could be forced, including by court order, to cease developing, manufacturing, and commercializing RP1 or our other product candidates or we could be found liable for significant monetary damages if we are found to have willfully infringed a patent or other intellectual property right. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations, stock price and prospects. Any claims by third parties that we have misappropriated their know-how, confidential or proprietary information or trade secrets could have a similar material adverse effect on our business, financial condition, results of operations, stock price and prospects.

If we or one of our licensing partners initiate legal proceedings against a third party to enforce a patent covering any of our technology or inventions, the defendant could counterclaim that the patent covering our product candidate is invalid or unenforceable. If a third party were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on RP1 and our other product candidates. Such a loss of patent protection could have a material adverse impact on our business, financial condition, results of operations, stock price and prospects.

Many of our employees, including our senior management team, were previously employed at, or consulted for, universities or other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Although we take steps to ensure that our employees do not use, claim as theirs, or misappropriate the intellectual property, confidential or proprietary information, know-how or trade secrets of others in their work for us, we may be subject to claims that we or these employees have used, claimed as theirs, misappropriated or disclosed intellectual property, including trade secrets, know-how or other confidential or proprietary information, of any such individual's current or former employer. Litigation may be necessary to defend against such claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel or sustain damages. Such intellectual property rights could be awarded to a third party, and we could be required to obtain a license from such third-party to commercialize our technology or products. Such a license may not be available on commercially reasonable terms, or at all.

In addition, we are developing certain of our product candidates in combination with nivolumab and cemiplimab, which are covered by patents or licenses held by BMS and Regeneron, respectively, to which we do not have a license other than for use in connection with the applicable clinical trial. We also may develop our product candidates in combination with products developed by additional companies that are covered by patents or licenses held by those entities to which we do not have a license. In the event that a labeling instruction is required in product packaging recommending that combination, we could be accused of, or held liable for, infringement of the third-party patents covering the product candidate or product recommended for administration with RP1 or our other product candidates. In such a case, we could be required to obtain a license from the other company or institution to use the required or desired package labeling, which license may not be available on commercially reasonable terms, or at all.

Competitors may infringe any future licensed patents or any patent we own in the future or misappropriate or otherwise violate our intellectual property rights. We may also be required to defend against claims of infringement and our licensed patents and any patents we own in the future may become involved in priority or other intellectual property related disputes. To counter infringement or unauthorized use, litigation may be necessary in the future to enforce or defend our intellectual property rights, to protect our trade secrets or to determine the validity and scope of our own intellectual property rights or the proprietary rights of others.

These proceedings can be expensive and time consuming. Many of our current and potential competitors have the ability to dedicate substantially greater resources to conduct intellectual property related litigation or proceedings than we can. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property. An adverse result in any litigation or other intellectual property related proceeding could put one or more of our patents at risk of being invalidated, held unenforceable or interpreted narrowly. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation in the United States, there is a risk that some of our trade secrets, know-how, or proprietary or confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments in any such proceedings. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of shares of our common stock. Any of the foregoing may have a material adverse effect on our business, financial condition, results of operations, stock price and prospects.

Risks related to manufacturing and our reliance on third parties

We have agreements with BMS and Regeneron, and in the future may have agreements with other companies, to obtain the supply of anti-PD-1 therapies for the development of our product candidates. If our relationships with BMS, Regeneron, or

any future collaborator or supplier are not successful, we may be delayed in completing the development of our product candidates.

We have entered into arrangements with BMS and Regeneron as part of our clinical development for RP1 and RP2. BMS is providing nivolumab, its anti-PD-1 therapy, for use in our ongoing IGNYTE Phase 1/2 trials with RP1 and our clinical trial with RP2 and Regeneron is providing cemiplimab, its anti-PD-1 therapy, for use in our ongoing CERPASS Phase 2 trial and may potentially do so for other clinical trials in the future. We may also enter into agreements with additional companies for the supply of anti-PD-1 therapies for use in the development of RP1 and our other product candidates. The outcome of these clinical trials is dependent both on the performance of our partners' products and product candidates and also on our partners' ability to deliver sufficient quantities of adequately produced product. Should any of our partners' products or product candidates fail to produce the results that we anticipate, we may have to re-run clinical trials for RP1 or our other product candidates or may otherwise be delayed in the commercialization of RP1 or our other product candidates. Similarly, should any partner fail to provide us with a product or product candidate that suits our requirements, we may have to re-run clinical trials for RP1 or our other product candidates or may be otherwise delayed in the commercialization of RP1 or our other product candidates.

Our collaboration agreements with any future partners may not be successful, which could adversely affect our ability to develop and commercialize our product candidates.

We may in the future seek collaboration arrangements with other parties for the development or commercialization of our product candidates. The success of any collaboration arrangements may depend on the efforts and activities of our collaborators. Collaborators generally have significant discretion in determining the efforts and resources that they will apply to these arrangements. Disagreements between parties to a collaboration arrangement regarding clinical development and commercialization matters can lead to delays in the development process or commercializing the applicable product candidate and, in some cases, termination of the collaboration arrangement.

Collaborations with biopharmaceutical companies and other third parties often are terminated or allowed to expire by the other party. Any such termination or expiration could adversely affect us financially and could harm our business reputation.

Any future collaborations we might enter into may pose a number of risks, including the following:

- 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 based on clinical trial results, changes in the collaborators' strategic focus or available funding, or external factors, such as an acquisition, that 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 fail to make timely regulatory submissions for a product candidate;
- collaborators may not comply with all applicable regulatory requirements or may fail to report safety data in accordance with all applicable regulatory requirements, which could subject them or us to regulatory enforcement actions;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates if the collaborators believe that 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;

- a collaborator 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 candidate or product;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or termination 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; and
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability.

If any collaborations we might enter into in the future do not result in the successful development and commercialization of products or if one of our collaborators subsequently terminates its agreement with us, we may not receive any future research funding or milestone or royalty payments under such potential future collaboration. If we do not receive the funding we expect under the agreements, our development of our product candidates could be delayed and we may need additional resources to develop our product candidates and our product platform.

Additionally, if any future collaborator of ours is involved in a business combination, the collaborator might de-emphasize or terminate development or commercialization of any product candidate it licenses to us. If one of our collaborators terminates its agreement with us, we may find it more difficult to attract new collaborators and our reputation in the business and financial communities could be adversely affected.

We face significant competition in seeking appropriate collaborators. Our ability to reach a definitive agreement for any collaboration will depend upon, among other things, our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors.

If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms, or at all, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or 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 fund and undertake development or commercialization activities on our own, we may need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms, or at all. If we fail to enter into collaborations and do not have sufficient funds or expertise to undertake the necessary development and commercialization activities, we may not be able to further develop our product candidates or bring them to market or continue to develop our product platform and our business may be materially and adversely affected.

We rely, and expect to continue to rely, on third parties to conduct, supervise, and monitor our preclinical studies and clinical trials. If those third parties do not perform satisfactorily, including failing to meet deadlines for the completion of such trials or failing to comply with regulatory requirements, we may be unable to obtain regulatory approval for our product candidates or any other product candidates that we may develop in the future.

We rely on third-party CROs, study sites, and others to conduct, supervise, and monitor our preclinical studies and clinical trials for our product candidates and do not currently plan to independently conduct preclinical studies or clinical trials of any other potential product candidates. We expect to continue to rely on third parties, such as CROs, clinical data management organizations, medical institutions, and clinical investigators, to conduct our preclinical studies and clinical trials. Although we have agreements governing their activities, we have limited influence over their actual performance and control only certain aspects of their activities. The failure of these third parties to successfully carry out their contractual duties or meet expected deadlines could substantially harm our business because we may be delayed in completing or unable to complete the studies required to support future approval of our product candidates, or we may not obtain marketing approval for or commercialize our product candidates in a timely manner or at all. Moreover, these agreements might terminate for a variety of reasons, including a failure to perform by the third parties. If we need to enter into alternative arrangements our product development activities would be delayed and our business, financial condition, results of operations, stock price and prospects may be materially harmed.

Our reliance on these third parties for development activities will reduce our control over these activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol, legal, regulatory, and scientific standards and our reliance on third parties does not relieve us of our regulatory responsibilities. For example, we will remain responsible for ensuring that each of our trials is conducted in accordance with the general investigational plan and protocols for the trial. We must also ensure that our preclinical trials are conducted in accordance with the FDA's Good Laboratory Practice, or GLP, regulations, as appropriate. Moreover, the FDA and comparable foreign regulatory authorities require us to comply with standards, commonly referred to as GCPs for conducting, recording, and reporting the results of clinical trials to assure that data and reported results are credible and accurate and that the rights, integrity, and confidentiality of trial participants are protected. Regulatory authorities enforce these requirements through periodic inspections of trial sponsors, clinical investigators, and trial sites. If we or any of our third parties fail to comply with applicable GCPs or other regulatory requirements, we or they may be subject to enforcement or other legal actions, the data generated in our trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional studies. In addition, our clinical trials must be conducted with product candidates that were produced under cGMP regulations. Failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process.

If these third parties do not successfully carry out their contractual duties, meet expected deadlines or conduct our preclinical studies or clinical trials in accordance with regulatory requirements or our stated protocols, if they need to be replaced or if the quality or accuracy of the data they obtain is compromised due to the failure to adhere to our protocols, regulatory requirements or for other reasons, our trials may be repeated, extended, delayed, or terminated; we may not be able to obtain, or may be delayed in obtaining, marketing approvals for our product candidates; we may not be able to, or may be delayed in our efforts to, successfully commercialize our product candidates, or we or they may be subject to regulatory enforcement actions. 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. To the extent we are unable to successfully identify and manage the performance of third-party service providers in the future, our business, financial condition, results of operations, stock price and prospects may be materially harmed.

If any of our relationships with these third parties terminate, we may not be able to enter into arrangements with alternative providers or to do so on commercially reasonable terms. Switching or adding additional third parties involves additional cost and may result in delays that could compromise our ability to meet our desired development timelines.

We also rely on other third parties to store and distribute our products for the clinical trials that we conduct. Any performance failure on the part of our distributors could delay clinical development, marketing approval, or commercialization of our product candidates, which could result in additional losses and deprive us of potential product revenue.

If the manufacturers upon which we rely fail to produce our product candidates in the volumes that we require on a timely basis, or fail to comply with stringent regulations applicable to biopharmaceutical manufacturers, we may face delays in the development and commercialization of, or be unable to meet demand for, our product candidates and may lose potential revenues.

We continue to rely on third-party contract manufacturers to manufacture our clinical trial product supplies. As a result, there can be no assurance that our clinical development will not be limited, interrupted, or of satisfactory quality or continue to be available at acceptable prices.

We currently have only one contract manufacturer for our product candidates for use in our clinical trials. In addition, we do not have any long-term commitments from our suppliers of clinical trial material or guaranteed prices for our product candidates or their components. There are a limited number of manufacturers that operate under cGMP regulations and that are both capable of manufacturing and filling our viral product for us and willing to do so. If our existing third-party manufacturers, or the third parties that we engage in the future, should cease to work with us, we likely would experience delays in obtaining sufficient quantities of our product candidates for us to meet commercial demand or to advance our clinical trials while we identify and qualify replacement suppliers. Any replacement of our contract manufacturer could require significant effort and expertise because there may be a limited number of qualified replacements. Any delays in obtaining adequate supplies of our product candidates that meet the necessary quality standards may delay our development or commercialization.

If our manufacturers do not perform as agreed or encounter difficulties in production costs and yields, quality control, shortages of qualified personnel or key raw materials, compliance with strictly enforced federal, state, and foreign regulations, or other difficulties, our ability to provide product candidates to patients in our clinical trials could be jeopardized.

In addition, if our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or other regulatory authorities, they will not be able to secure or maintain regulatory approval for their manufacturing facilities. Any such deviations may also require remedial measures that may be costly and/or time consuming for us or a third party to implement and that may include the temporary or permanent suspension of a clinical trial or the temporary or permanent closure of a facility. Any such remedial measures imposed upon us or third parties with whom we contract could materially harm our business. Any delays in obtaining products or product candidates that comply with the applicable regulatory requirements may result in delays to clinical trials, product approvals, and commercialization.

While we are ultimately responsible for the manufacturing of our product candidates and therapeutic substances, other than through our contractual arrangements, we have little control over our manufacturers' compliance with these regulations and standards. If the FDA or a comparable foreign regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market our product candidates, if approved. We must also receive FDA approval for the use of any new manufacturers for commercial supply.

A failure to comply with the applicable regulatory requirements, including periodic regulatory inspections, may result in regulatory enforcement actions against our manufacturers or us (including fines and civil and criminal penalties, including imprisonment) suspension or restrictions of production, injunctions, delay or denial of product approval or supplements to approved products, clinical holds or termination of clinical trials, warning or untitled letters, regulatory authority communications warning the public about safety issues with the product candidate, refusal to permit the import or export of the products, product seizure, detention, or recall, operating restrictions, suits under the civil False Claims Act, corporate integrity agreements, consent decrees, withdrawal of product approval, environmental or safety incidents and other liabilities. If the safety of any quantities supplied is compromised due to our manufacturers' failure to adhere to applicable laws or for other reasons, we may not be able to obtain regulatory approval for or successfully commercialize our product candidates.

The transition of our manufacturing operations to our new facility may result in further delays or expenses, and we may not experience the anticipated operating efficiencies.

Our approximately 63,000 square foot manufacturing facility in Framingham, Massachusetts is now fully operational. This facility is intended to give us control over key aspects of the supply chain for our products and product candidates. However, we may not experience the direct transfer of manufacturing processes or the anticipated operating efficiencies as we commence manufacturing operations at the new facility. Any such delays may disrupt or delay the supply of our product candidates if we have not maintained a sufficient backup supply of our product candidates through third-party manufacturers. Moreover, changing manufacturing facilities may also require that we conduct additional studies, make notifications to the regulatory authorities, make additional filings to the regulatory authorities, and obtain regulatory authority approval for the new facilities, which may be delayed or which we may never receive. We will further need to comply with the FDA's and applicable foreign regulatory authorities' cGMP requirements for the production of our product candidates for clinical trials and, if approved, commercial supply, and will be subject to FDA and comparable foreign regulatory authority inspections. We may not be able to develop or acquire the internal expertise and resources necessary for compliance with these requirements. If we fail to achieve the operating efficiencies that we anticipate, our manufacturing and operating costs may be greater than expected, which could have a material adverse impact on our operating results.

In operating our own manufacturing facility, we may be forced to devote greater resources and management time than anticipated, particularly in areas relating to operations, quality, raw material supply, regulatory, facilities and information technology. If we experience unanticipated employee turnover in any of these areas, we may not be able to effectively manage our ongoing manufacturing operations and we may not achieve the operating efficiencies that we anticipate from the new facility, which may negatively affect our product development timeline. If we experience any unanticipated shortages of key raw materials, or other difficulties related to our raw material supply, we may not be able to effectively manage our ongoing manufacturing timelines which may negatively affect our product development schedule and our ability to provide clinical trial supplies to patients in our clinical trials.

Any problems or delays we experience in preparing for commercial scale manufacturing of a product candidate or component may result in a delay in product development timelines and FDA or comparable foreign regulatory authority approval of the product candidate or may impair our ability to manufacture commercial quantities or such quantities at an acceptable cost and quality, which could result in the delay, prevention, or impairment of clinical development and commercialization of our product candidates and may materially harm our business, financial condition, results of operations, stock price and prospects.

Any such problems could result in the delay, prevention, or impairment of clinical development and commercialization of our product candidates and may materially harm our business, financial condition, results of operations, stock price and prospects.

Risks related to legal and compliance matters

We face potential product liability exposure, and if successful claims are brought against us, we may incur substantial liability and have to limit the commercialization of any approved products and/or our product candidates.

The use of our product candidates in clinical trials, and the sale of any product for which we obtain regulatory approval, exposes us to the risk of product liability claims. We face inherent risk of product liability related to the testing of our product candidates in human clinical trials, including liability relating to the actions and negligence of our investigators, and will face an even greater risk if we commercially sell any product candidates that we may develop. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. Product liability claims might be brought against us by consumers, healthcare providers or others using, administering or selling our products. If we cannot successfully defend ourselves against these claims, we will incur substantial liabilities or be required to limit commercialization of our product candidates. Even successful defense would require significant financial and management resources. Regardless of merit or eventual outcome, liability claims may result in:

- loss of revenue from decreased demand for our products and/or product candidates;
- impairment of our business reputation or financial stability;
- costs of related litigation;
- substantial monetary awards to patients or other claimants;
- diversion of management attention;
- withdrawal of clinical trial participants and potential termination of clinical trial sites or entire clinical programs;
- the inability to commercialize our product candidates;
- significant negative media attention;
- decreases in our stock price;
- initiation of investigations and enforcement actions by regulators; and
- product recalls, withdrawals or labeling, marketing or promotional restrictions, including withdrawal of marketing approval.

We believe we have sufficient insurance coverage in place for our business operations. However, our insurance coverage may not reimburse us or may not be sufficient to reimburse us for any expenses or losses we may suffer. Moreover, insurance coverage is becoming increasingly expensive and, in the future, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses due to liability. We intend to expand our insurance coverage to include the sale of commercial products if we obtain FDA or comparable foreign regulatory approval for our product candidates in development, but we may be unable to obtain commercially reasonable product liability insurance for any products approved for marketing, or at all. Failure to obtain and retain sufficient product liability insurance at an acceptable cost could prevent or inhibit the commercialization of products we develop. A successful product liability claim or series of claims brought against us could cause our stock price to fall and, if judgments exceed our insurance coverage, could decrease our cash, and materially harm our business, financial condition, results of operations, stock price and prospects.

We are subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other anticorruption laws, as well as import and export control laws, customs laws, sanctions laws and other laws governing our operations. If we fail to comply with these laws, we could be subject to civil or criminal penalties, other remedial measures, and legal expenses, which could adversely affect our business, financial condition, results of operations, stock price and prospects.

Our operations are subject to anticorruption laws, including the U.S. Foreign Corrupt Practices Act, or FCPA, the U.K. Bribery Act 2010, or the Bribery Act, and other anticorruption laws that apply in countries where we do business. We also may participate in collaborations and relationships with third parties whose actions, if noncompliant, could potentially subject us to liability under the FCPA, Bribery Act or local anticorruption laws. We are also subject to other laws and regulations governing our international operations, including regulations administered by the governments of the United States and the United Kingdom and authorities in the European Union, including applicable import and export control regulations, economic sanctions on countries and persons, anti-money laundering laws, customs requirements and currency exchange regulations, collectively referred to as the trade control laws.

We can provide no assurance that we will be completely effective in ensuring our compliance with all applicable anticorruption laws or other legal requirements, including trade control laws. If we are not in compliance with applicable anticorruption laws or trade control laws, we may be subject to criminal and civil penalties, disgorgement and other sanctions and remedial measures, and legal expenses, which could have an adverse impact on our business, financial condition, results of operations, stock price and prospects. Likewise, any investigation of any potential violations of these anticorruption laws or trade control laws by U.S., U.K. or other authorities could also have an adverse impact on our reputation, our business, financial condition, results of operations, stock price and prospects.

If we fail to comply with federal and state healthcare laws, including fraud and abuse and health and other information privacy and security laws, we could face substantial penalties and our business, financial condition, results of operations, stock price and prospects will be materially harmed.

We are subject to many federal and state healthcare laws, such as the federal Anti-Kickback Statute, the federal civil and criminal False Claims Acts, the civil monetary penalties statute, the Medicaid Drug Rebate statute and other price reporting requirements, the Veterans Health Care Act of 1992, or VHCA, the federal Health Insurance Portability and Accountability Act of 1996 (as amended by the Health Information Technology for Economics and Clinical Health Act, or HITECH), or HIPAA, the FCPA, the ACA, and similar state laws. Even though we do not and will not control referrals of healthcare services or bill directly to Medicare, Medicaid or other third-party payors, certain federal and state healthcare laws, and regulations pertaining to fraud and abuse, reimbursement programs, government procurement, and patients' rights are and will be applicable to our business. We would be subject to healthcare fraud and abuse and patient privacy regulation by both the federal government and the states and foreign jurisdictions in which we conduct our business. In the European Union, the data privacy laws are generally stricter than those that apply in the United States and include specific requirements for the collection of personal data of European Union persons or the transfer of personal data outside of the European Union to the United States to ensure that European Union standards of data privacy will be applied to such data.

If we or our operations are found to be in violation of any federal or state healthcare law, or any other laws or regulations that apply to us, we may be subject to penalties, including civil, criminal, and administrative penalties, damages, fines, disgorgement, suspension and debarment from government contracts, and refusal of orders under existing government contracts, exclusion from participation in U.S. federal or state health care programs, corporate integrity agreements, and the curtailment or restructuring of our operations, any of which could materially adversely affect our ability to operate our business and our financial results. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found not to be in compliance with applicable laws, it may be subject to criminal, civil or administrative sanctions, including but not limited to, exclusions from participation in government healthcare programs, which could also materially affect our business. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business.

We are subject to new legislation, regulatory proposals and healthcare payor initiatives that may increase our costs of compliance, and adversely affect our ability to market our products, obtain collaborators, and raise capital.

In the United States and some foreign jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of our product candidates, restrict or regulate post approval activities and affect our ability to profitably sell any products for which we obtain marketing approval. We expect that current laws, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we may receive for any approved products, which could have a material adverse effect on customers for our products, if approved, and, accordingly, on our results of operations.

Any reduction in reimbursement from Medicare or other government healthcare programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may

prevent us from commercializing our products and being able to generate revenue, and we could be prevented from or significantly delayed in achieving profitability.

Compliance with the federal track and trace requirements may increase our operational expenses and impose significant administrative burdens. As a result of these and other new proposals, we may determine to change our current manner of operation, provide additional benefits or change our contract arrangements, any of which could have a material adverse effect on our business, financial condition, results of operations, stock price and prospects.

Our employees, independent contractors, consultants, commercial partners, principal investigators, CMOs, or CROs may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements, which could have a material adverse effect on our business.

We are exposed to the risk of employee fraud or other misconduct. Misconduct by employees, independent contractors, consultants, commercial partners, principal investigators, CMOs, or CROs could include intentional, reckless, negligent, or unintentional failures to comply with FDA regulations, comply with applicable fraud and abuse laws, provide accurate information to the FDA, properly calculate pricing information required by federal programs, report financial information or data accurately or disclose unauthorized activities to us. This misconduct could also involve the improper use or misrepresentation of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. Moreover, it is possible for a whistleblower to pursue a False Claims Act case against us even if the government considers the claim unmeritorious and declines to intervene, which could require us to incur costs defending against such a claim. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, financial condition, results of operations, stock price and prospects, including the imposition of significant fines or other sanctions.

Violations of or liabilities under environmental, health and safety laws and regulations could subject us to fines, penalties or other 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, the handling, use, storage, treatment and disposal of hazardous materials and wastes and the cleanup of contaminated sites. Our operations involve the use of hazardous and flammable materials, including chemicals and biological and radioactive materials. Our operations also produce hazardous waste products. We would incur substantial costs as a result of violations of or liabilities under environmental requirements in connection with our operations or property, including fines, penalties and other sanctions, investigation and cleanup costs and third party claims. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties.

Although we maintain workers' compensation insurance to cover costs and expenses, we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of biological or hazardous materials.

Our internal computer systems, or those of our third-party CROs or other contractors or consultants, may fail or suffer security breaches, which could result in a material disruption of our development programs.

Our internal computer systems, and those of our CROs, CMOs, information technology suppliers and other contractors and consultants are vulnerable to damage from computer viruses, cyber-attacks and other unauthorized access, natural disasters, terrorism, war, and telecommunication and electrical failures. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs. For example, the loss of clinical trial data from completed, ongoing or planned clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. 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 personal, confidential or proprietary information, we could incur liability and the further development of any of our product candidates could be delayed.

Risks related to our operations

Our financial condition and results of operations could be adversely affected by the coronavirus disease-2019, or COVID-19, outbreak.

In December 2019, a novel strain of coronavirus, now referred to as COVID-19, surfaced in Wuhan, China. The virus continues to spread globally, including the United States, the United Kingdom and other countries in which we conduct clinical trials, and has been declared a pandemic by the World Health Organization. The impact of this pandemic has been and will likely continue to be extensive in many aspects of society, which has resulted in and will likely continue to result in significant disruptions to the global economy and supply chains, as well as businesses and capital markets around the world. In an effort to halt the outbreak of COVID-19, many countries, including the United States, the United Kingdom and certain other countries in which we conduct clinical trials, placed significant restrictions on travel and business operations or issued shelter-in-place orders. These restrictions and orders continue to remain in effect to varying degrees, the effect of which required, and in some instances, continue to require, certain of our employees and clinical trial staff to work remotely and avoid unnecessary travel. The effect of these restrictions and orders has impacted the pace of enrollment in our clinical trials, and if they continue, may affect our results and operations.

The COVID-19 pandemic is affecting the United States and global economies and has affected and may continue to affect our operations and those of third parties on which we rely, including by causing disruptions in our raw material and anti-PD-1 supply, the manufacturing of our product candidates, the access to laboratory and other supplies necessary for development and packaging of our product candidates, our commercialization processes and the conduct and the enrollment of current and future clinical trials. In addition, the COVID-19 pandemic has affected and may continue to affect the operations of the FDA and comparable foreign regulatory authorities, which could result in delays of reviews and approvals, including with respect to RP1 and our other product candidates. The evolving COVID-19 pandemic has also directly or indirectly impacted and is likely to continue to impact the pace of enrollment in our clinical trials as patients may avoid or may not be able to travel to healthcare facilities and physicians' offices unless due to a health emergency, and clinical trial staff may no longer be able to get to the clinic. Such facilities and offices have and may continue to be required to focus limited resources on non-clinical trial matters, including treatment of COVID-19 patients, and may not be available, in whole or in part, for clinical trial services. For example, our clinical trial of RP1 in solid organ transplant patients with CSCC, representing a highly immunocompromised patient populations, has been and continues to be slower than expected as a result, in part, of the COVID-19 pandemic. In addition, employee disruptions and remote working environments related to the COVID-19 pandemic and the federal, state and local responses to such virus, could materially impact the efficiency and pace with which we work and develop our product candidates.

The COVID-19 pandemic and the government and public health response continues to rapidly evolve and fluctuation in infection rates in the regions in which we operate has resulted in periodic changes in restrictions that vary from region to region and require vigilant attention and rapid response to new or reinstated orders. In light of the COVID-19 pandemic, the FDA has issued a number of new guidance documents. Specifically, as a result of the potential effect of the COVID-19 pandemic on many clinical trial programs in the United States and globally, the FDA issued guidance concerning potential impacts on clinical trial programs, changes that may be necessary to such programs if they proceed, considerations regarding trial suspensions and discontinuations, the potential need to consult with or make submissions to relevant ethics committees, IRBs, and the FDA, the use of alternative drug delivery methods, and considerations with respect to the outbreak's impacts on endpoints, data collection, study procedures, and analysis. Additionally, in March 2020, the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security Act, which includes a number of provisions that are applicable to the pharmaceutical industry, and further acts, laws or regulations may be enacted or implemented in the future.

While the potential economic impact brought by, and the duration and severity of, the COVID-19 pandemic are difficult to assess or predict, the impact of the COVID-19 pandemic on the global financial markets may reduce our ability to access capital, which could negatively impact our short-term and long-term liquidity. Additionally, the stock market has been unusually volatile during the COVID-19 pandemic and such volatility may continue. To date, during certain periods of the COVID-19 pandemic, our stock price fluctuated significantly, and such fluctuation may continue to occur. The ultimate impact of the COVID-19 pandemic on our business will largely depend on future developments, which are highly uncertain, cannot be predicted with confidence, such as the ultimate geographic spread of the disease, the duration of the pandemic, travel restrictions and social distancing in the United States and other countries, business closures or business disruptions, the ultimate impact on financial markets and the global economy, and the effectiveness of any COVID-19 vaccines and actions taken in the United States and other countries to contain and treat the disease. While vaccines for COVID-19 are being, and have been developed, there is no guarantee that any such vaccine will be effective, work as expected, work against evolving COVID-19 strains or be made available or will be accepted on a significant scale and in a timely manner.

We do not yet know the full extent of the delays or impacts on our business, financing or clinical trial activities, healthcare systems or the global economy as a whole. However, these effects could have a material impact on our liquidity, capital resources, operations and business and those of the third parties on which we rely. To the extent the COVID-19 pandemic materially impacts our business and financial results, it may also have the effect of significantly heightening many of the other risk described in this "Risk Factors" section.

We will need to expand the size of our organization, and we may experience difficulties in managing this growth, which could disrupt our operations.

As our development and commercialization plans and strategies develop, we expect to need additional managerial, operational, sales, marketing, financial and other personnel. Our future financial performance and our ability to commercialize RP1 and our other product candidates will depend, in part, on our ability to effectively manage any future growth, which would impose significant additional responsibilities on members of management and may divert their attention away from day-to-day 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, as well as support for our financial reporting and accounting functions. If the services of independent organizations, advisors and consultants become unavailable to us or we are unable to effectively manage our outsourced activities, or if the quality or accuracy of such services is compromised for any reason, our clinical trials may be extended, delayed or terminated, we may not comply with our financial reporting and accounting obligations on a timely basis and we may not be able to obtain marketing approval of RP1 and our other product candidates or otherwise advance our business.

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 RP1 and our other product candidates and, accordingly, may not achieve our research, development and commercialization goals.

We are highly dependent on our key personnel, including Philip Astley-Sparke, our Chief Executive Officer; Robert Coffin, Ph.D., our President and Chief Research & Development Officer; and Colin Love, Ph.D., our Chief Operating Officer. If we are not successful in attracting, motivating and retaining highly qualified personnel, we may not be able to successfully implement our business strategy.

Our ability to compete in the highly competitive biotechnology and pharmaceutical industries depends upon our ability to attract, motivate and retain highly qualified managerial, scientific and medical personnel. We are highly dependent on our management and particularly on the services of our founders, as well as our other scientific, manufacturing, quality and medical personnel, including Philip Astley-Sparke, our Chief Executive Officer, Robert Coffin, Ph.D., our President and Chief Research & Development Officer, and Colin Love, Ph.D., our Chief Operating Officer. The loss of the services of our key personnel and any of our other executive officers, key employees, and scientific and medical advisors, and our inability to find suitable replacements, could result in delays in product development and harm our business. Additionally, competition for skilled personnel is intense and the turnover rate can be high, which may limit our ability to hire and retain highly qualified personnel on acceptable terms or at all.

To induce valuable employees to remain at our company, in addition to salary and cash incentives, we have provided stock option and restricted stock unit grants that vest over time. The value to employees of these equity grants that vest over time may be significantly affected by movements in our stock price that are beyond our control, and may at any time be insufficient to counteract more lucrative offers from other companies. Although we have employment agreements with our key employees, these employment agreements generally provide for at-will employment, which means that any of our employees could leave our employment at any time, with or without notice.

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

We are required to maintain internal control over financial reporting. We must perform system and process design evaluation and testing of the effectiveness of our internal controls over financial reporting to allow management to report on the effectiveness of our internal controls over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. We continue to be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to incur substantial professional fees and internal costs for our accounting and finance functions, expend significant management efforts, continue to implement plans developed to address areas that we have identified as requiring improvement, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting.

If we are not able to comply with the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner, or if we are unable to maintain proper and effective internal controls over financial reporting, we may not be able to produce timely

and accurate financial statements. If that were to happen, our investors could lose confidence in our reported financial information, the market price of our stock could decline and we could be subject to sanctions or investigations by the SEC, Nasdaq or other regulatory authorities.

We believe that any 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. We may discover weaknesses in our system of internal financial and accounting controls and procedures that could result in a material misstatement of our consolidated financial statements. Our internal control over financial reporting will not prevent or detect all errors and all fraud. 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.

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. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected.

We previously had identified material weaknesses in our internal control over financial reporting, which have now been remediated. Any failure to maintain effective internal control over financial reporting could result in material misstatements in our financial statements and cause investors to lose confidence in our reported financial information, which in turn could cause the trading price of our securities to decline.

Our management is responsible for establishing and maintaining adequate internal control over our financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act. As disclosed in our Annual Report on Form 10-K for the year ended March 31, 2020, management identified material weaknesses in our internal control over financial reporting as of the end of that fiscal year.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

Effective internal controls are necessary for us to provide reliable and accurate financial statements and to effectively prevent fraud. We devote significant resources and time to comply with the internal control over financial reporting requirements of the Sarbanes Oxley Act of 2002, and we continue to enhance our controls and processes. In the year ended March 31, 2021, we remediated the previously disclosed material weakness in our internal controls over our ability to maintain an effective control environment commensurate with our financial reporting requirements. The Company hired additional resources in the finance department with the accounting knowledge and skills necessary to appropriately analyze, record and disclose accounting matters timely and accurately. The additional resources have allowed for more appropriate structure of responsibilities within the finance department and sufficient segregation of duties. Furthermore, we remediated the material weakness over the accounting for, and disclosure of, complex transactions, including accounting for preferred stock, stock-based compensation, warrant liabilities and leases. Although these material weaknesses are remediated as of March 31, 2021, we cannot be certain that we will be able to prevent future significant deficiencies or material weaknesses. Inadequate internal controls could cause investors to lose confidence in our reported financial information, which could have a negative effect on investor confidence in our financial statements, the trading price of our stock and our access to capital.

Risks related to our common stock and general risks

An active trading market for our common stock may not be sustained.

Our common stock began trading on the Nasdaq Global Select Market on July 20, 2018. Given the limited trading history of our common stock, there is a risk that an active trading market for shares of our common stock may not be sustained. In the absence of an active trading market for shares of our common stock, our stockholders may not be able to sell their common stock at or above the price at which such stockholder acquired our common stock or at the time that they would like to sell.

The price of our common stock may be volatile and fluctuate substantially, which could result in substantial losses for purchasers of our common stock.

Our stock price has been and is likely to be volatile. The stock market in general and the market for biopharmaceutical companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of

particular companies. As a result of this volatility, you may not be able to sell your common stock at or above the price at which it was acquired. The market price for our common stock may be influenced by many factors, including:

- the success of competitive products or technologies;
- results of clinical trials of RP1 and our other product candidates or those of our competitors;
- regulatory or legal developments in the United States and other countries;
- 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 the development of RP1 and our other product candidates or clinical development programs;
- the results of our efforts to discover, develop, acquire or in-license additional product candidates or drugs;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- 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;
- market conditions in the pharmaceutical and biotechnology sectors;
- general economic, industry and market conditions;
- political and economic instability, including the impact of COVID-19, the possibility of an economic recession, international hostilities, acts of terrorism and governmental restrictions, inflation, trade relationships, supply chain disruptions and military and political alliances; and
- the other factors described in this “Risk factors” section.

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

Our quarterly and annual operating results may fluctuate significantly in the future, which makes it difficult for us to predict our future operating results. From time to time, we may enter into license or collaboration agreements with other companies that include development funding and significant upfront and milestone payments and/or royalties, which may become an important source of our revenue. Accordingly, our revenue may depend on development funding and the achievement of development and clinical milestones under current and any potential future license and collaboration agreements and sales of our products, if approved. These upfront and milestone payments may vary significantly from period to period and any such variance could cause a significant fluctuation in our operating results from one period to the next.

In addition, we measure compensation cost for stock-based awards made to employees at the grant date of the award, based on the fair value of the award as determined by our board of directors, and recognize the cost as an expense over the employee’s requisite service period. As the variables that we use as a basis for valuing these awards change over time, including, our underlying stock price and stock price volatility, the magnitude of the expense that we must recognize may vary significantly.

Furthermore, our operating results may fluctuate due to a variety of other factors, many of which are outside of our control and may be difficult to predict, including the following:

- timing and cost of, and level of investment in, research and development activities relating to our current and any future product candidates, which will change from time to time;
- the total expenses we incur in connection with equipping and operating our manufacturing facility;

- our ability to engage clinical trial sites in the U.S. and in foreign territories, obtain the approval for conducting our clinical trials in foreign territories from their regulatory authorities, as well as our ability to enroll the number of patients necessary in our clinical trials and the timing of enrollment;
- the cost of manufacturing our current and any future product candidates, which may vary depending on the FDA's and comparable foreign regulatory authorities' guidelines and requirements, the quantity of production and the terms of any agreements with manufacturers;
- expenditures that we will or may incur to acquire or develop additional product candidates and technologies;
- the timing and outcomes of clinical and preclinical studies for RP1 and our other product candidates or competing product candidates;
- competition from existing and potential future products that compete with RP1 and our other product candidates, and changes in the competitive landscape of our industry, including consolidation among our competitors or partners;
- any delays in regulatory review or approval of RP1 or our other product candidates;
- the level of demand for RP1 and our other product candidates, if approved, which may fluctuate significantly and be difficult to predict;
- the risk/benefit profile, cost and reimbursement policies with respect to our product candidates, if approved, and existing and potential future products that compete with RP1 and our other product candidates;
- our ability to commercialize RP1 and our other product candidates, if approved, inside and outside of the United States, either independently or working with third parties;
- the success of and our ability to establish and maintain collaborations, licensing or other arrangements;
- our ability to adequately support future growth;
- potential unforeseen business disruptions that increase our costs or expenses;
- political and economic instability, including the impact of COVID-19, the possibility of an economic recession, international hostilities, acts of terrorism and governmental restrictions, inflation, trade relationships, supply chain disruptions and military and political alliances;
- future accounting pronouncements or changes in our accounting policies; and
- the changing and volatile global economic environment.

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

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

We have broad discretion in how we use our cash, cash equivalents and investments, and may not use these resources effectively, which could affect our results of operations and cause our stock price to decline.

Our management has considerable discretion in the application of our cash, cash equivalents and investments. We intend to use our resources to fund our preclinical and clinical development programs as well as for general corporate purposes, including working capital requirements and other operating expenses. As a result, investors will be relying upon management's judgment with only limited information about our specific intentions for the use of our resources. We may use our resources for

purposes that do not yield a significant return or any return at all for our stockholders. In addition, pending their use, we may invest our cash, cash equivalents and investments in a manner that does not produce income or that loses value.

We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.

We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Any return to stockholders will therefore be limited to the appreciation of their stock, which may never occur, as the only way to realize any return on their investment.

Our executive officers, directors, and stockholders and their affiliates who beneficially own more than 5% of our common stock exercise significant influence over our company, which limits your ability to influence corporate matters and could delay or prevent a change in corporate control.

Based on the number of shares outstanding as of September 30, 2021, our executive officers, directors, holders of 5% or more of our capital stock and their respective affiliates beneficially owned a significant portion of our voting stock and, accordingly, these stockholders will continue to have significant influence over matters requiring stockholder approval. For example, these stockholders will continue to significantly influence elections of directors, amendments of our organizational documents, or approval of any merger, sale of assets, or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders.

Conflicts of interest may arise because some members of our board of directors are representatives of our principal stockholders.

Certain of our principal stockholders or their affiliates are venture capital funds or other investment vehicles that could invest in entities that directly or indirectly compete with us. As a result of these relationships, when conflicts arise between the interests of the principal stockholders or their affiliates and the interests of other stockholders, members of our board of directors that are representatives of the principal stockholders may not be disinterested. Neither the principal stockholders nor the representatives of the principal stockholders on our board of directors, by the terms of our amended and restated certificate of incorporation, are required to offer us any transaction opportunity of which they become aware and could take any such opportunity for themselves or offer it to their other affiliates, unless such opportunity is expressly offered to them solely in their capacity as members of our board of directors.

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

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our common stock in the public market after the expiration of contractual or legal restrictions on resale lapse, the market price of our common stock could decline. These sales may make it more difficult for us to sell equity or equity related securities in the future at a time and price that we deem appropriate, or to use equity as consideration for future acquisition.

In addition, a significant number of shares of common stock that are either subject to outstanding options and restricted stock units, reserved for future issuance under our equity incentive plans or subject to outstanding warrants are eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules and Rule 144 and Rule 701 under the Securities Act, including our ESPP if activated. If these additional shares of common stock are sold, or if it is perceived that they will be sold, in the public market, the market price of our common stock could decline.

Certain holders of shares of our common stock, or their permitted transferees, are entitled to rights with respect to the registration under the Securities Act of shares of our common stock pursuant to the amended and restated investors' rights agreement by and among us and certain of our stockholders. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares purchased by affiliates. Any sales of securities by these stockholders could have a material adverse effect on the market price of our common stock.

We may sell up to \$62.5 million of shares of our common stock in "at-the-market" offerings pursuant to the sales agreement entered into with SVB Leerink LLC on August 11, 2020 and as amended on October 21, 2020. The sale of a substantial number of shares of our common stock pursuant to the sales agreement, or anticipation of such sales, could cause the trading price of our common stock to decline or make it more difficult for us to sell equity or equity-related securities in the future at a time and at a price that we might otherwise desire. In addition, issuances of any shares of our common stock sold pursuant to the sales agreement will have a dilutive effect on our existing stockholders.

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

To the extent that we raise additional capital through the sale of common stock or securities convertible, exercisable or exchangeable into common stock, our existing stockholders' interest will be diluted. Debt financing, if available, would increase our fixed payment obligations and 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 are unable to raise additional funds through equity or debt financings when needed, we may be required to grant rights to develop and market one or more of our product candidates or technologies that we would otherwise prefer to develop and market ourselves.

If we engage in future acquisitions or strategic partnerships, this may increase our capital requirements, dilute our stockholders, cause us to incur debt or assume contingent liabilities, and subject us to other risks.

We may evaluate various acquisitions and strategic partnerships, including licensing or acquiring complementary products, intellectual property rights, technologies, or businesses. Any potential acquisition or strategic partnership may entail numerous risks, including:

- increased operating expenses and cash requirements;
- the assumption of additional indebtedness or contingent liabilities;
- the issuance of our equity securities;
- assimilation of operations, intellectual property and products of an acquired company, including difficulties associated with integrating new personnel;
- the diversion of our management's attention from our existing product programs and initiatives in pursuing such a strategic merger or acquisition;
- retention of key employees, the loss of key personnel, and uncertainties in our ability to maintain key business relationships;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party, their regulatory compliance status, and their existing products or product candidates and marketing approvals; and
- our inability to generate revenue from acquired technology and/or products sufficient to meet our objectives in undertaking the acquisition or even to offset the associated acquisition and maintenance costs.

In addition, if we undertake acquisitions, we may issue dilutive securities, assume or incur debt obligations, incur large one-time expenses and acquire intangible assets that could result in significant future amortization expense or intangible asset impairment charges. Moreover, we may not be able to locate suitable acquisition opportunities and this inability could impair our ability to grow or obtain access to technology or products that may be important to the development of our business. Any of the foregoing may materially harm our business, financial condition, results of operations, stock price and prospects.

Unfavorable market and economic conditions may have serious adverse consequences on our business, financial condition, results of operations, stock price and prospects.

Our results of operations could be adversely affected by general conditions in the global economy and in the global financial markets. The most recent global financial crisis caused extreme volatility and disruptions in the capital and credit markets. A severe or prolonged economic downturn could result in a variety of risks to our business, including a reduced ability to raise additional capital when needed on acceptable terms, if at all. A weak or declining economy could also strain our suppliers, possibly resulting in supply disruption. Any of the foregoing could harm our business and we cannot anticipate all of the ways in which the economic climate and financial market conditions could adversely impact our business.

Global financial markets have been experiencing extreme disruption in recent months, including, among other things, extreme volatility in securities prices. We are unable to predict the likely duration and severity of the current disruptions in financial markets and adverse economic conditions throughout the world. These economic developments affect businesses such

as ours and those of third parties on which we rely in a number of ways that could result in unfavorable consequences to us. Current economic conditions or a deepening economic downturn in the United States and elsewhere may reduce our ability to access capital, which could negatively impact our short-term and long-term liquidity.

Although we are not aware of any downgrades, material losses, or other significant deterioration in the fair value of our cash equivalents or short-term investments, we cannot assure you that deterioration of the global credit and financial markets would not negatively impact our current portfolio of cash equivalents or short-term investments, or our ability to meet our financing objectives. Furthermore, our stock price may decline due, in part, to the volatility of the stock market and general economic downturns.

Exchange rate fluctuations may materially affect our results of operations and financial conditions.

Owing to the international scope of our operations, fluctuations in exchange rates, particularly between the U.S. dollar and the British pound and the euro, may adversely affect us. Although we are based in the United States, we have significant research and development operations in the United Kingdom, and source third-party manufacturing, consulting and other services in the United Kingdom and the European Union. As a result, our business and the price of our common stock may be affected by fluctuations in foreign exchange rates, which may have a significant impact on our results of operations and cash flows from period to period. Currently, we do not have any exchange rate hedging arrangements in place.

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

None.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosure.

Not applicable.

Item 5. Other Information.

Lease

On October 26, 2021, Replimune Limited (the “Company”), a wholly owned subsidiary of Replimune Group, Inc. (“Replimune”), entered into a Lease (the “Lease”) with MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited (together, the “Landlord”) pursuant to which the Company agreed to lease from the Landlord approximately 2,951 rentable square feet located at 71 Innovation Drive, Milton Park, Abingdon, Oxfordshire, United Kingdom (the “Premises”) for research and development, laboratory and office space. The Premises are adjacent to Replimune's existing facility in Oxfordshire, United Kingdom.

The initial term of the Lease commenced on November 1, 2021, with rental payments scheduled to commence on February 1, 2022 and to continue for approximately 4 years and 9 months thereafter. The Company's base rent obligation will be eighty-two thousand pounds (£82,000) per annum. In addition to the base rent, the Company will be responsible for certain customary costs and charges.

The foregoing description of the terms of the Lease does not purport to be complete and is qualified in its entirety by reference to the full text of the Lease, which will be filed with the Securities and Exchange Commission (the “SEC”) as an exhibit to Replimune's Quarterly Report on Form 10-Q for the quarter ended December 31, 2021.

Employment Agreements

On November 2, 2021, Replimune, Inc. entered into amended and restated employment agreements with each of Dr. Coffin and Mr. Astley-Sparke primarily for the purpose of aligning the form of the employment agreements among Replimune's senior executives.

Astley-Sparke Agreement

Pursuant to Mr. Astley-Sparke's employment agreement (the "Astley-Sparke Agreement"), Mr. Astley-Sparke will continue to receive an annual base salary of \$600,000 and will continue to be eligible for an annual discretionary bonus based upon the attainment of certain individual and corporate performance goals which are established and approved by Replimune. The target amount of Mr. Astley-Sparke's annual discretionary bonus is 55% of his annualized base salary. Mr. Astley-Sparke will also be eligible to receive grants under Replimune's 2018 Omnibus Incentive Compensation Plan (the "Plan"), as determined by the Compensation Committee (the "Committee") of Replimune's Board of Directors from time to time.

The Astley-Sparke Agreement provides for customary terms of benefits afforded to Mr. Astley-Sparke, including his continued ability to participate in various group insurance plans, reimbursement for necessary and reasonable business expenses and paid time off.

If Mr. Astley-Sparke's employment is terminated by Replimune without Cause or by Mr. Astley-Sparke for Good Reason, and provided that Mr. Astley-Sparke delivers an effective release of claims in favor of Replimune and all related parties ("Release"), Mr. Astley-Sparke will be entitled to receive: (i) an amount equal to his annual base salary, with payment made in installments over a 12-month period following termination in accordance with the Replimune's normal payroll practices, and (ii) reimbursements by Replimune on a monthly basis for the COBRA premiums that he actually pays for continued health coverage under Replimune's health plan (the "COBRA Reimbursements") for a period of (x) 12-months following the termination date, (y) the date on which Mr. Astley-Sparke becomes eligible for group health insurance coverage through a subsequent employer, or (z) the date on which Mr. Astley-Sparke ceases to be eligible for COBRA coverage for any reason, whichever is earlier (each of the events described in (y) and (z) shall be referred to as an "Astley-Sparke Disqualifying Event").

Additionally, in the event that Mr. Astley-Sparke's employment is terminated by Replimune without Cause or by Mr. Astley-Sparke for Good Reason on or within one year following a Change of Control, provided that Mr. Astley-Sparke delivers an effective Release, in lieu of the payments described above, Mr. Astley-Sparke will be entitled to receive (i) an amount equal to two times his annual base salary, plus two-times his target annual discretionary bonus for the year of termination, with payment made in installments over the twenty-four-month period following the termination date in accordance with the Replimune's normal payroll practices, and (ii) the COBRA Reimbursements for a period ending on the earlier of the 24 month period following the termination date or an Astley-Sparke Disqualifying Event.

Unlike Mr. Astley-Sparke's prior employment agreement, the Astley-Sparke Agreement provides that, in the event that Mr. Astley-Sparke becomes entitled to receive payments that constitute "excess parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended, the aggregate present value of such payments will be reduced only if such reduction will provide Mr. Astley-Sparke with a greater net after-tax benefit than would no reduction.

Pursuant to the Astley-Sparke Agreement, Mr. Astley-Sparke is subject to customary non-competition and non-solicitation covenants during the term of his employment and for a period of one year thereafter. Mr. Astley-Sparke is also subject to customary confidentiality restrictions.

Dr. Coffin Agreement

Pursuant to Dr. Coffin's employment agreement (the "Coffin Agreement" and, together with the Astley-Sparke Agreement, the "Employment Agreements"), Dr. Coffin will continue to receive an annual base salary of \$551,500 and will continue to be eligible for an annual discretionary bonus based upon the attainment of certain individual and corporate performance goals which are established and approved by Replimune. The target amount of Dr. Coffin's annual discretionary bonus is 50% of his annualized base salary. Dr. Coffin will also be eligible to receive grants under the Plan, as determined by the Committee from time to time.

The Coffin Agreement provides for customary terms of benefits afforded to Dr. Coffin, including his continued ability to participate in various group insurance plans, reimbursement for necessary and reasonable business expenses and paid time off.

If Dr. Coffin's employment is terminated by Replimune without Cause or by Dr. Coffin for Good Reason, and provided that Dr. Coffin delivers an effective Release, Dr. Coffin will be entitled to receive: (i) an amount equal to his annual base salary, with payment made in installments over a 12-month period following termination in accordance with Replimune's normal payroll practices, and (ii) COBRA Reimbursements for a period of (x) 12-months following the termination date, (y) the date on which Dr. Coffin becomes eligible for group health insurance coverage through a subsequent employer, or (z) the date on which Dr. Coffin ceases to be eligible for COBRA coverage for any reason, whichever is earlier (each of the events described in (y) and (z) shall be referred to as a "Coffin Disqualifying Event").

Additionally, in the event that Dr. Coffin's employment is terminated by Replimune without Cause or by Dr. Coffin for Good Reason on or within one year following a Change of Control, provided that Dr. Coffin delivers an effective Release, in lieu of the payments described above, Dr. Coffin will be entitled to receive (i) an amount equal to his annual base salary, plus

his target annual discretionary bonus for the year of termination, with payment made in installments over the 12-month period following the termination date in accordance with Replimune’s normal payroll practices, and (ii) the COBRA Reimbursements for a period ending on the earlier of the 12 month period following the termination date or a Coffin Disqualifying Event.

Unlike Dr. Coffin’s prior employment agreement, the Coffin Agreement provides that, in the event that Dr. Coffin becomes entitled to receive payments that constitute “excess parachute payments” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended, the aggregate present value of such payments will be reduced only if such reduction will provide Dr. Coffin with a greater net after-tax benefit than would no reduction.

Pursuant to the Coffin Agreement, Dr. Coffin is subject to customary non-competition and non-solicitation covenants during the term of his employment and for a period of one year thereafter. Dr. Coffin is also subject to customary confidentiality restrictions.

The foregoing summaries of the Employment Agreements are qualified in their entirety by the full text of the Employment Agreements, which are filed as Exhibit 10.1 and 10.2 to this Quarterly Report on Form 10-Q, respectively. Capitalized terms used above without definition have the meanings given to such terms in the respective Employment Agreements.

In satisfaction of the disclosure required under Items 401(b), (d) and (e) of Regulation S-K (“Regulation S-K”) under the Securities Act of 1933, as amended with respect to Mr. Astley-Sparke and Dr. Coffin, the section entitled “Board of Directors” of Replimune’s definitive Proxy Statement filed with the SEC on July 22, 2021, is incorporated by reference herein. Since the beginning of Replimune’s last fiscal year, Replimune has not engaged in any transaction in which any of Mr. Astley-Sparke or Dr. Coffin had a direct or indirect material interest within the meaning of Item 404(a) of Regulation S-K.

Item 6. Exhibits.

Exhibit Number	Exhibit Description	Incorporated by Reference		
		Form	Date	Number
10.1†	Amended and Restated Employment Agreement, dated as of November 2, 2021, by and between Philip Astley-Sparke and Replimune, Inc.			
10.2†	Amended and Restated Employment Agreement, dated as of November 2, 2021, by and between Robert Coffin and Replimune, Inc.			
31.1*	Certification of the Chief Executive Officer, as required by Section 302 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).			
31.2*	Certification of the Chief Financial Officer, as required by Section 302 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).			
32.1*	Certification of the Chief Executive Officer, as required by Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).			
32.2*	Certification of the Chief Financial Officer, as required by Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).			
101.INS*	XBRL Instance Document.			
101.SCH*	XBRL Taxonomy Extension Schema Document.			
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.			
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.			
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.			
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.			
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).			

* Filed or furnished herewith. The certifications furnished in Exhibit 32.1 and Exhibit 32.2 hereto are deemed to accompany this Quarterly Report on Form 10-Q and will not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

† Indicates management contract or compensatory plan.

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.

REPLIMUNE GROUP, INC.

Dated: November 4, 2021

By: /s/ Philip Astley-Sparke

Name: Philip Astley-Sparke

Title: Chief Executive Officer and Director
(Principal Executive Officer)

Dated: November 4, 2021

By: /s/ Jean Franchi

Name: Jean Franchi

Title: Chief Financial Officer
(Principal Financial Officer)

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is entered into by and between Replimune, Inc. (the "Company") and Philip Astley-Sparke (the "Executive") as of November 2, 2021.

WHEREAS, the Company and the Executive are parties to an Employment Agreement dated September 2015 (the "Prior Agreement"), and the Company desires to continue to employ the Executive, and the Executive desires to continue to be so employed on the terms and conditions set forth herein; and

WHEREAS, the parties desire to amend, restate, supersede and replace in its entirety the Prior Agreement effective on the Effective Date (as defined below).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Company and the Executive hereby agree as follows:

1. Employment.

(a) Term. The initial term of this Agreement shall begin on November 2, 2021 (the "Effective Date"), and shall continue for two years, unless the Executive's employment is sooner terminated in accordance with Sections 6, 7, 8, 9, 10 or 11. Unless earlier terminated, the term of this Agreement shall automatically renew for periods of one year unless either party gives the other party written notice at least 90 days prior to the end of the then existing term that the term of this Agreement shall not be further extended. The period commencing on the Effective Date and ending on the date on which the term of this Agreement terminates is referred to herein as the "Term."

(b) Duties.

(i) During the Term, the Executive shall serve as the Chief Executive Officer of the Company, reporting to the Board of Directors of the Company (the "Board"). In such position, the Executive shall have such duties, authority and responsibility as shall be determined from time to time by the Board, which duties, authority and responsibility are consistent with the Executive's position. The Executive shall, if requested, also serve as an officer or director of any affiliate of the Company for no additional compensation.

(ii) The Executive represents to the Company that the Executive is not subject to or a party to any employment agreement, noncompetition covenant, or other agreement that would be breached by, or prohibit the Executive from, executing this Agreement and performing fully the Executive's duties and responsibilities hereunder. The Executive acknowledges that during any prior employment, he may have had access to trade secrets or proprietary information of his prior employer that may continue to be of value to his prior employer. The Executive represents that he will not disclose his prior employer's trade secrets or proprietary information to anyone within the Company, use those trade secrets and proprietary information in the course of his duties with the Company or bring those trade secrets and proprietary information onto the Company's premises.

(c) Best Efforts. During the Term, the Executive shall devote his best efforts and full time and attention to promote the business and affairs of the Company and its affiliated entities, and may be engaged in other business activities only to the extent the Executive has received the prior written consent of the Board and such activities do not materially interfere or conflict with the Executive's obligations to the Company hereunder, including, without limitation, obligations pursuant to Section 15 below. The foregoing shall not be construed as preventing the Executive from (i) serving on civic, educational, philanthropic or charitable boards or committees and (ii) managing personal investments, so long as such activities are permitted under the Company's code of conduct and employment policies and do not violate the provisions of Section 15 below.

(d) Principal Place of Employment. The Executive understands and agrees that his principal place of employment will be in the Company's offices located in Woburn, MA, or elsewhere in the Boston, MA metropolitan area, and that the Executive will be required to travel for business in the course of performing his duties for the Company. For clarity, given the Coronavirus pandemic, it is acknowledged that the Executive may work remotely or with flexibility in scheduling days on site per Company policies adopted, modified and/or changed from time to time in response to the pandemic and other such factors.

2. Compensation.

(a) Base Salary. During the Term, the Company shall pay the Executive a base salary ("Base Salary"), at the annual rate of \$600,000, which shall be paid in installments in accordance with the Company's normal payroll practices. The Executive's Base Salary shall be reviewed annually by the Board, pursuant to the normal performance review policies for senior-level executives and may be adjusted from time to time as the Compensation Committee of the Board (the "Compensation Committee") deems appropriate. The Compensation Committee may take any actions of the Board pursuant to this Agreement.

(b) Annual Bonus. The Executive shall be eligible to be awarded an annual discretionary bonus for each fiscal year during the Term, based on the establishment and attainment of individual and corporate performance goals and targets established by the Compensation Committee ("Annual Bonus") in its sole discretion. The target amount of the Executive's Annual Bonus for any fiscal year during the Term is 55% of the Executive's annual Base Salary, and the actual Annual Bonus awarded, if any, may be more or less than the target amount, as determined by the Compensation Committee in its sole discretion. Any Annual Bonus awarded shall be paid after the end of the fiscal year to which it relates, at the same time and under the same terms and conditions as the bonuses for other executives of the Company; provided that the Executive must be employed in good standing on the date that the Executive's Annual Bonus is paid. The Annual Bonus shall be subject to the terms of the annual bonus plan that is applicable to other executives of the Company, including the requirement as to continued employment in good standing, subject to the provisions of Section 7 below.

(c) Equity Awards. During the Term, the Executive will be eligible for grants under the Replimune Group, Inc. 2018 Omnibus Incentive Compensation Plan, as it may be amended from time to time, or any successor plan (the "Plan"), as determined by the Compensation

Committee, from time to time. Any grant under the Plan will be issued under and be governed by the terms and provisions of the Plan and the applicable award agreement.

3. Retirement and Welfare Benefits. During the Term, the Executive shall be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefit plans, and programs available to similarly-situated employees of the Company, pursuant to their respective terms and conditions. Nothing in this Agreement shall preclude the Company or any Affiliate (as defined below) of the Company from terminating or amending any employee benefit plan or program from time to time after the Effective Date.

4. Paid Time-Off. During the Term, the Executive shall be entitled to paid time-off, in accordance with the Company's paid time-off policy, as may be in effect from time to time. Pursuant to the Company's current paid time-off policy, executive-level employees (Vice President and above) have the flexibility to take time off as needed to achieve balance in their lives and to deliver exceptional results when on the job. Such flexible time-off policy does not designate a set number of vacation days per year, but allows the Executive to set a schedule that works for him, as long as it does not disrupt Company operations or otherwise conflict with Executive's responsibilities and obligations pursuant to Paragraph 1(c).

5. Business Expenses. The Company shall reimburse the Executive for all necessary and reasonable travel (which does not include commuting) and other business expenses incurred by the Executive in the performance of his duties hereunder in accordance with such policies and procedures as the Company may adopt generally from time to time for executives.

6. Termination Without Cause; Resignation for Good Reason. The Company may terminate the Executive's employment at any time without Cause (as defined below) upon 30 days' advance written notice, subject to the Company's right to suspend or relieve the Executive of all duties, or to pay in lieu with respect to all or any portion of such notice period. The Executive may initiate a termination of employment by resigning for Good Reason, as described below. Upon termination by the Company without Cause or resignation by the Executive for Good Reason, whether before or after the Change of Control Protection Period (as defined below), if the Executive executes and does not revoke a written Release (as defined below), the Executive shall be entitled to receive, in lieu of any payments under any severance plan or program for employees or executives, the following:

(a) The Company will pay the Executive an amount equal to the Executive's Base Salary. Payment shall be made over the 12-month period following the termination date in installments in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the termination date, and any installments not paid between the termination date and the date of the first payment will be paid with the first payment.

(b) Provided that the Executive is eligible for and timely elects continuation coverage under COBRA, the Company will reimburse the Executive on a monthly basis for the COBRA premiums the Executive pays for continued health care coverage under the Company's group health plans for the Executive and the Executive's eligible dependents ("COBRA Reimbursement"). The Company will pay the Executive the COBRA Reimbursements for the

period from the Executive's termination date until the earliest to occur of (i) the end of the 12-month period following the Executive's termination date; (ii) the date the Executive becomes eligible for group health insurance coverage through a subsequent employer; or (iii) the date the Executive ceases to be eligible for COBRA coverage for any reason, including the Executive ceasing to pay the applicable COBRA premiums (each of the events described in (ii) or (iii) in this Section 6(b) shall be referred to herein as a "Disqualifying Event"). The Executive is required to notify the Company within five days of becoming aware that a Disqualifying Event has occurred or will occur. The COBRA health care continuation coverage period under section 4980B of the Internal Revenue Code of 1986, as amended (the "Code"), shall run concurrently with the period during which the Company pays the COBRA Reimbursements.

(c) The Company shall pay any other amounts earned, accrued, and owing but not yet paid under Section 2 above and any benefits accrued and due under any applicable benefit plans and programs of the Company ("Accrued Obligations"), regardless of whether the Executive executes or revokes the Release.

7. Change of Control Termination. Notwithstanding the foregoing upon termination by the Company without Cause or resignation by the Executive for Good Reason, in each case within 12 months following a Change of Control (as defined in the Plan) (the "Change of Control Protection Period"), and provided that the Executive executes and does not revoke a written Release, then the Executive shall be entitled to receive, in lieu of any payments under Section 6 of this Agreement or any severance plan or program for employees or executives the following:

(a) The Company will pay the Executive an aggregate amount equal to the sum of two times (x) the Executive's Base Salary, plus (y) the Executive's target Annual Bonus for the year of termination. Payment shall be made over the 24-month period following the termination date in installments in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the termination date, and any installments not paid between the termination date and the date of the first payment will be paid with the first payment.

(b) Provided that the Executive is eligible for and timely elects continuation coverage under COBRA, the Company will pay the Executive the COBRA Reimbursements for the period from the Executive's termination date until the earliest to occur of (i) the end of the 24-month period following the Executive's termination date or (ii) a Disqualifying Event. The Executive is required to notify the Company within five days of becoming aware that a Disqualifying Event has occurred or will occur. The COBRA health care continuation coverage period under section 4980B of the Code shall run concurrently with the period during which the Company pays the COBRA Reimbursements.

(c) The Company shall pay any Accrued Obligations, regardless of whether the Executive executes or revokes the Release.

8. Cause. The Company may immediately terminate the Executive's employment at any time for Cause upon written notice to the Executive, in which event all payments under this Agreement shall cease, except for any Accrued Obligations.

9. Voluntary Resignation Without Good Reason. The Executive may voluntarily terminate employment without Good Reason upon 30 days' prior written notice to the Company, subject to the Company's right to suspend or relieve Executive of all duties, or to pay in lieu with respect to all or any portion of such notice period. In such event, after the effective date of such termination, no payments shall be due under this Agreement, except that the Executive shall be entitled to any Accrued Obligations.
10. Disability. If the Executive incurs a Disability during the Term, in accordance with applicable law, the Company may terminate the Executive's employment on or after the date of Disability. If the Executive's employment terminates on account of Disability, the Executive shall be entitled to receive any Accrued Obligations. For purposes of this Agreement, the term "Disability" shall mean the Executive is eligible to receive long-term disability benefits under the Company's long-term disability plan; provided that if the Executive is not covered under the Company's long-term disability plan, "Disability" shall mean the Executive is unable to perform the essential functions of the job, with or without reasonable accommodation, by reason of any medically determinable physical or mental impairment that can be expected to last for a continuous period of not less than six months, subject to applicable law.
11. Death. If the Executive dies during the Term, the Executive's employment shall terminate on the date of death and the Company shall pay any Accrued Obligations to the Executive's executor, legal representative, administrator or designated beneficiary, as applicable. Otherwise, the Company shall have no further liability or obligation under this Agreement to the Executive's executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through the Executive.
12. Resignation of Positions. Effective as of the date of any termination of employment for any reason, the Executive will be automatically deemed to resign from all Company-related positions, including as an officer and director of the Company and its parents, subsidiaries and Affiliates, as applicable, and shall execute all documentation necessary to effectuate such resignation(s).
13. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:
- (a) "Cause" shall mean a determination by the Board that the Executive (i) has breached this Agreement or any confidentiality, nonsolicitation, noncompetition or inventions assignment agreement or obligations with the Company; (ii) committed an act of dishonesty, fraud, embezzlement or theft; (iii) engaged in conduct that causes, or is likely to cause, material damage to the property or reputation of the Company; (iv) failed to perform satisfactorily the material duties of the Executive's position (other than by reason of Disability) after receipt of a written warning from the Board; (v) committed a felony or any crime of moral turpitude; or (vi) materially failed to comply with the Company's code of conduct or employment policies.
- (b) "Good Reason" shall mean, the occurrence of one or more of the following without the Executive's consent, other than on account of the Executive's Disability:

- (i) A material diminution by the Company of the Executive's authority, duties or responsibilities;
- (ii) A material and permanent change in the geographic location at which the Executive must perform services under this Agreement (which, for purposes of this Agreement, means relocation of the offices of the Company at which the Executive is principally employed to a location that increases the Executive's commute to work by more than 50 miles);
- (iii) A material diminution in the Executive's Base Salary, other than a general reduction in Base Salary that affects all similarly-situated executives in substantially the same proportions;
- (iv) Any action or inaction that constitutes a material breach by the Company of this Agreement; or
- (v) The Company elects not to renew the Term of this Agreement pursuant to Section 1(a) above for any reason other than Cause or Disability and does not offer the Executive continued employment on substantially similar terms as set forth in this Agreement.

The Executive must provide written notice of termination for Good Reason to the Company within 30 days after the event constituting Good Reason. The Company shall have a period of 30 days in which it may correct the act or failure to act that constitutes the grounds for Good Reason as set forth in the Executive's notice of termination. If the Company does not correct the act or failure to act, the Executive's employment will terminate for Good Reason on the first business day following the Company's 30-day cure period. If the Executive does not provide written notice of termination for Good Reason to the Company within 30 days after an event constituting Good Reason, then the Executive will be deemed to have waived the Executive's right to terminate for Good Reason with respect to such event.

(c) "Release" shall mean a separation agreement and general release of any and all claims against the Company and all related parties with respect to all matters arising out of the Executive's employment by the Company, and the termination thereof (other than claims for any entitlements under the terms of this Agreement or under any plans or programs of the Company under which the Executive has accrued and is due a benefit). The Release will be in a standard form determined by and acceptable to the Company and shall include the Restrictive Covenants set forth in Section 15.

14. Section 409A.

(a) This Agreement is intended to comply with section 409A of the Code, and its corresponding regulations, or an exemption thereto, and payments may only be made under this Agreement upon an event and in a manner permitted by section 409A of the Code, to the extent applicable. Severance benefits under this Agreement are intended to be exempt from section 409A of the Code under the "short-term deferral" exception, to the maximum extent applicable, and then under the "separation pay" exception, to the maximum extent applicable. Notwithstanding anything in this Agreement to the contrary, if required by section 409A of the Code, if the Executive is considered a "specified employee" for purposes of section 409A of the

Code and if payment of any amounts under this Agreement is required to be delayed for a period of six months after separation from service pursuant to section 409A of the Code, payment of such amounts shall be delayed as required by section 409A of the Code, and the accumulated amounts shall be paid in a lump-sum payment within 10 days after the end of the six-month period. If the Executive dies during the postponement period prior to the payment of benefits, the amounts withheld on account of section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 days after the date of the Executive's death.

(b) All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service," if required under section 409A of the Code. For purposes of section 409A of the Code, each payment hereunder shall be treated as a separate payment, and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may the Executive, directly or indirectly, designate the calendar year of a payment. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of the Executive's execution of the Release, directly or indirectly, result in the Executive's designating the calendar year of payment of any amounts of deferred compensation subject to section 409A of the Code, and if a payment that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(c) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement be for expenses incurred during the period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a fiscal year not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other fiscal year, (iii) the reimbursement of an eligible expense be made no later than the last day of the fiscal year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits not be subject to liquidation or exchange for another benefit.

15. Restrictive Covenants.

(a) Noncompetition. The Executive agrees that during the Executive's employment with the Company and its Affiliates and the one-year period following the date on which the Executive's employment terminates for any reason (the "Restriction Period"), the Executive will not, without the Board's express written consent, engage (directly or indirectly) in any Competitive Business in the Restricted Area. The term "Competitive Business" means any activities or services conducted by any third party with respect to the research, development, marketing, manufacturing or sale of oncolytic immunotherapies that are similar to the activities or services the Executive has performed (or gained Proprietary Information about (as defined below)) at any time during the last two years of the Executive's employment with the Company. The term "Restricted Area" means the United States of America, Canada and countries within Europe, in respect of which the Company or any of its Affiliates has material business operations as of the date on which the Executive's employment terminates. and in which the Executive has provided services or had a material presence or influence at any time during the last two years of the Executive's employment with the Company or its Affiliates. The Executive agrees that the

Base Salary provided for in Section 2(b), the Annual Bonus percentage opportunity provided for in Section 2(c), the separation benefits provided for in Section 6 and the Change of Control Termination benefits provided for in Section 7, are fair and reasonable consideration for the Executive's compliance with this Section 15(a). The Executive understands and agrees that, given the nature of the business of the Company and its Affiliates and the Executive's position with the Company, the foregoing geographic scope is reasonable and appropriate, that by virtue of the Executive's position and scope of responsibilities, the Executive has and will provide services and will have a material presence or influence within the Restricted Area, and that more limited geographical limitations on this non-competition covenant are therefore not appropriate. For purposes of this Agreement, the term "Affiliate" means the Company's sole shareholder, any subsidiary of the Company or other entity under common control with the Company. The Company shall not enforce this Section 15(a) if it terminates the Executive's employment without Cause as defined in Section 13(a). The Executive shall not be entitled to any payments under Sections 6 or 7, however, unless he executes and does not revoke a Release containing the Restrictive Covenants set forth in Section 15, including a one-year post-employment non-compete restriction.

(b) Nonsolicitation of Company Personnel. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, hire or attempt to hire any employee, consultant or independent contractor of the Company or its Affiliates, or solicit or attempt to solicit any such person to change or terminate his or her relationship with the Company or an Affiliate or otherwise to become an employee, consultant or independent contractor to, for or of any other person or business entity, unless more than 12 months shall have elapsed between the last day of such person's employment or service with the Company or Affiliate and the first day of such solicitation or hiring or attempt to solicit or hire. If any employee, consultant or independent contractor is hired or solicited by any entity that has hired or agreed to hire the Executive, such hiring or solicitation shall be conclusively presumed to be a violation of this subsection (b).

(c) Nonsolicitation of Business Partners. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, solicit, divert or appropriate, or attempt to solicit, divert or appropriate for the benefit of a Competitive Business, any (i) business partner or (ii) prospective business partner of the Company or an Affiliate who is or was identified through leads developed during the course of the Executive's employment or service with the Company, in each case, with whom the Executive was involved as part of the Executive's job responsibilities during the Executive's employment or service with the Company, or regarding whom the Executive learned Proprietary Information (as defined below) during the Executive's employment or service with the Company.

(d) Proprietary Information. At all times, the Executive will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Proprietary Information (defined below) of the Company or an Affiliate, except as such disclosure, use or publication may be required in connection with the Executive's work for the Company or as described in Section 15(e) below, or unless the Company expressly authorizes such disclosure in writing. "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Affiliates and shareholders, including but not limited to

information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship. Proprietary Information does not include information which (i) was disclosed in response to a valid order by a court or other governmental body, where the Executive provided the Company with prior written notice of such disclosure, (ii) was or becomes generally available to the public other than as a result of disclosure by the Executive or any of the Executive's agents, advisors or representatives, (iii) was within the Executive's possession prior to its being furnished to the Executive by or on behalf of the Company, provided that the source of the information was not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting the information to the Executive by a contractual, legal or fiduciary obligation, or (iv) was or becomes available to the Executive on a non-confidential basis from a source other than the Company or its representatives, provided that such source is not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting the information to the Executive by a contractual, legal or fiduciary obligation.

(e) Reports to Government Entities. Nothing in this Agreement shall prohibit or restrict the Executive from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Executive does not need the prior authorization of the Company to engage in conduct protected by this subsection, and the Executive does not need to notify the Company that the Executive has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

(f) Work Made for Hire; Inventions Assignment. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports, and all similar or related information which relates to the Company's or its Affiliates' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by the Executive while employed by the Company ("Work Product") belong to the Company. The Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive's entire right, title, and interest in and to all Work

Product and intellectual property rights therein, including, without limitation, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. The Executive will promptly disclose such Work Product to the Board and perform all actions reasonably requested by the Board (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing assignments, consents, powers of attorney and other instruments). If requested by the Company, the Executive agrees to execute any inventions assignment and confidentiality agreement that is required to be signed by Company employees generally. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or intellectual property rights so as to be less in any respect than that the Company would have had in the absence of this Agreement. The Executive understands that this Agreement does not, and shall not be construed to, grant the Executive any license or right of any nature with respect to any Work Product or intellectual property rights or any Proprietary Information, materials, software, or other tools made available to the Executive by the Company.

(g) Return of Company Property. Upon termination of the Executive's employment with the Company for any reason, and at any earlier time the Company requests, the Executive will (i) deliver to the person designated by the Company all originals and copies of all documents and property of the Company or an Affiliate that is in the Executive's possession or under the Executive's control or to which the Executive may have access, (ii) deliver to the person designated by the Company all Company property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, smartphones, PDAs, pagers, fax machines, equipment, manuals, reports, files, books, compilations, work product, e-mail messages, recordings, disks, thumb drives or other removable information storage devices, hard drives, and data, and (iii) to the extent that the Executive made use of the Executive's personal electronics (e.g., laptop, iPad, telephone, thumb drives, etc.) during employment with the Company, permit the Company to delete all Company property and information from such personal devices. The Executive will not reproduce or appropriate for the Executive's own use, or for the use of others, any property, Proprietary Information or Work Product.

(h) Future Cooperation. The Executive agrees that, following the termination of his employment, he will cooperate fully with the Company, upon request, in relation to (i) transitioning the Executive's job duties to his successor and any other operational issues that may arise in connection with his separation from employment; and (ii) the Company's defense, prosecution or other involvement in any continuing or future claims, lawsuits, charges, arbitrations, or internal or external investigations (or audits or reviews of any type) arising out of events or matters that occurred during the Executive's employment by the Company or to which he is otherwise a relevant witness.

(i) Tolling. Notwithstanding the foregoing, should the Executive violate any of the restrictive covenants in this Section 15, then the period of the Executive's breach of such covenant ("Violation Period") shall stop the running of the corresponding Restriction Period. Once the Executive resumes compliance with the restrictive covenant, the Restriction Period applicable to such covenant shall be extended for a period equal to the Violation Period so that

the Company enjoys the full benefit of the Executive's compliance with the restrictive covenant for the duration of the corresponding Restriction Period.

16. Legal and Equitable Remedies.

(a) Because the Executive's services are personal and unique and the Executive has had and will continue to have access to and has become and will continue to become acquainted with the Proprietary Information of the Company and its Affiliates, and because any breach by the Executive of any of the restrictive covenants contained in Section 15 would result in irreparable injury and damage for which money damages would not provide an adequate remedy, the Company shall have the right to enforce Section 15 and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach, or threatened breach, of the restrictive covenants set forth in Section 15. The Executive agrees that in any action in which the Company seeks injunction, specific performance or other equitable relief, the Executive will not assert or contend that any of the provisions of Section 15 are unreasonable or otherwise unenforceable.

(b) The Executive irrevocably and unconditionally (i) agrees that any legal proceeding arising out of this Agreement shall be brought solely in the United States District Court for the District of Massachusetts, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in the Commonwealth of Massachusetts, (ii) consents to the exclusive jurisdiction of such court in any such proceeding, and (iii) waives any objection to the laying of venue of any such proceeding in any such court. The Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers.

(c) Notwithstanding anything in this Agreement to the contrary, if the Executive breaches any of the Executive's obligations under Section 15, the Company shall be obligated to provide only the Accrued Obligations, and all payments under Section 2, Section 6, or Section 7 hereof, as applicable, shall cease. In such event, and in addition to any legal and equitable remedies permitted by law, the Company may require that the Executive repay all amounts theretofore paid to him pursuant to Sections 6 and 7 hereof (other than Sections 6(c) and 7(c)), and in such case, the Executive shall promptly repay such amounts on the terms determined by the Company.

17. Survival. The respective rights and obligations of the parties under this Agreement (including, but not limited to, under Sections 15 and 16) shall survive any termination of the Executive's employment or termination or expiration of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

18. No Mitigation or Set-Off. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced regardless of whether the Executive obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations

hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others.

19. Section 280G. In the event of a change in ownership or control under section 280G of the Code, if it shall be determined that any payment or distribution in the nature of compensation (within the meaning of section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of section 280G of the Code, the aggregate present value of the Payments under the Agreement shall be reduced (but not below zero) to the Reduced Amount (defined below) if and only if the Accounting Firm (described below) determines that the reduction will provide the Executive with a greater net after-tax benefit than would no reduction. No reduction shall be made unless the reduction would provide the Executive with a greater net after-tax benefit. The determinations under this Section shall be made as follows:

(a) The "Reduced Amount" shall be an amount expressed in present value which maximizes the aggregate present value of Payments under this Agreement without causing any Payment under this Agreement to be subject to the Excise Tax (defined below), determined in accordance with section 280G(d)(4) of the Code. The term "Excise Tax" means the excise tax imposed under section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(b) Payments under this Agreement shall be reduced on a nondiscretionary basis in such a way as to minimize the reduction in the economic value deliverable to the Executive. Where more than one payment has the same value for this purpose and they are payable at different times, they will be reduced on a pro rata basis. Only amounts payable under this Agreement shall be reduced pursuant to this Section.

(c) All determinations to be made under this Section shall be made by an independent certified public accounting firm selected by the Company and agreed to by the Executive immediately prior to the change-in-ownership or -control transaction (the "Accounting Firm"). The Accounting Firm shall provide its determinations and any supporting calculations both to the Company and the Executive within 10 days of the transaction. Any such determination by the Accounting Firm shall be binding upon the Company and the Executive. All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this Section shall be borne solely by the Company.

20. Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand-delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

Replimune, Inc.

500 Unicorn Park
Woburn, MA 01801
Attn: Legal

with a copy to:

Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110
Attn: Benjamin Stein

If to the Executive, to the most recent address on file with the Company or to such other names or addresses as the Company or the Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

21. Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state, and local taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. The Executive shall bear all expense of, and be solely responsible for, all federal, state, and local taxes due with respect to any payment received under this Agreement.

22. Remedies Cumulative; No Waiver. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

23. Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, except that the duties and responsibilities of the Executive under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by the Executive. The Company may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, and such rights and obligations shall inure to, and be binding upon, any successor to the business or any successor to substantially all of the assets of the Company, whether by merger, purchase of stock or assets or otherwise, which successor shall expressly assume such obligations, and the Executive acknowledges that in such event the obligations of the Executive hereunder, including but not limited to those under Section 15, will continue to apply in favor of the successor.

24. Company Policies. This Agreement and the compensation payable hereunder shall be subject to any applicable clawback or recoupment policies, share trading policies, and other

policies that may be implemented by the Board from time to time with respect to officers of the Company.

25. Indemnification. In the event the Executive is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that the Executive is or was a director or officer of the Company or any of its Affiliates, the Executive shall be indemnified by the Company, and the Company shall pay the Executive's related expenses when and as incurred, to the fullest extent permitted by applicable law and the Company's articles of incorporation and bylaws; provided, however, the Executive shall not be entitled to indemnity to the extent any such legal action, proceeding or investigation arises out of or relates to any act or omission by the Executive determined to be the result of the Executive's own gross negligence, fraud, willful or intentional misconduct or your breach of any law or fiduciary obligations, or any claims brought by the Executive against the Company or any of its Affiliates or any counterclaims brought by the Company or any of its Affiliates against the Executive. During the Executive's employment with the Company or any of its Affiliates and after termination of employment for any reason, the Company shall cover the Executive under the Company's directors' and officers' insurance policy applicable to other officers and directors according to the terms of such policy. The Executive agrees to notify the Company promptly upon becoming aware of any claim or potential claim asserted against him arising from the performance of his job duties.

26. Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings concerning the Executive's employment by the Company, including the Prior Agreement. This Agreement may be changed only by a written document signed by the Executive and the Company.

27. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

28. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of Massachusetts without regard to rules governing conflicts of law.

29. Acknowledgements. The Executive acknowledges (a) that the Company hereby advises him to consult with legal counsel prior to signing this Agreement, (b) that he has had a full and adequate opportunity to read and understand the terms and conditions contained in this Agreement, (c) that he has been provided with this Agreement a minimum of 10 business days prior to the date this Agreement becomes effective, and (d) that the post-employment

noncompetition and nonsolicitation provisions are supported by fair and reasonable consideration.

30. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile counterparts), each of which shall be an original, but all of which together shall constitute one instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

REPLIMUNE, INC.

/s/ Jean Franchi

Name: Jean Franchi

Title: CFO

Date: November 2, 2021

EXECUTIVE

/s/ Philip Astley-Sparke

Name: Philip Astley-Sparke

Date: November 2, 2021

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is entered into by and between Replimune, Inc. (the "Company") and Robert Coffin (the "Executive") as of November 2, 2021.

WHEREAS, the Company and the Executive are parties to an Employment Agreement dated September 2015 (the "Prior Agreement"), and the Company desires to continue to employ the Executive, and the Executive desires to continue to be so employed on the terms and conditions set forth herein; and

WHEREAS, the parties desire to amend, restate, supersede and replace in its entirety the Prior Agreement effective on the Effective Date (as defined below).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Company and the Executive hereby agree as follows:

1. Employment.

(a) Term. The initial term of this Agreement shall begin on November 2, 2021 (the "Effective Date"), and shall continue for two years, unless the Executive's employment is sooner terminated in accordance with Sections 6, 7, 8, 9, 10 or 11. Unless earlier terminated, the term of this Agreement shall automatically renew for periods of one year unless either party gives the other party written notice at least 90 days prior to the end of the then existing term that the term of this Agreement shall not be further extended. The period commencing on the Effective Date and ending on the date on which the term of this Agreement terminates is referred to herein as the "Term."

(b) Duties.

(i) During the Term, the Executive shall serve as the President and Chief R&D Officer of the Company, with duties, responsibilities, and authority commensurate therewith, and shall report to the Chief Executive Officer of the Company. The Executive shall perform all duties and accept all responsibilities incident to such position as may be reasonably assigned to the Executive by the Chief Executive Officer.

(ii) The Executive represents to the Company that the Executive is not subject to or a party to any employment agreement, noncompetition covenant, or other agreement that would be breached by, or prohibit the Executive from, executing this Agreement and performing fully the Executive's duties and responsibilities hereunder. The Executive acknowledges that during any prior employment, he may have had access to trade secrets or proprietary information of his prior employer that may continue to be of value to his prior employer. The Executive represents that he will not disclose his prior employer's trade secrets or proprietary information to anyone within the Company, use those trade secrets and proprietary information in the course of his duties with the Company or bring those trade secrets and proprietary information onto the Company's premises.

(c) Best Efforts. During the Term, the Executive shall devote his best efforts and full time and attention to promote the business and affairs of the Company and its affiliated entities, and may be engaged in other business activities only to the extent the Executive has received the prior written consent of the Board of Directors of the Company (the “Board”) and such activities do not materially interfere or conflict with the Executive’s obligations to the Company hereunder, including, without limitation, obligations pursuant to Section 15 below. The foregoing shall not be construed as preventing the Executive from (i) serving on civic, educational, philanthropic or charitable boards or committees and (ii) managing personal investments, so long as such activities are permitted under the Company’s code of conduct and employment policies and do not violate the provisions of Section 15 below.

(d) Principal Place of Employment. The Executive understands and agrees that his principal place of employment will be in the Company’s offices located in Woburn, MA, or elsewhere in the Boston, MA metropolitan area, and that the Executive will be required to travel for business in the course of performing his duties for the Company. For clarity, given the Coronavirus pandemic, it is acknowledged that the Executive may work remotely or with flexibility in scheduling days on site per Company policies adopted, modified and/or changed from time to time in response to the pandemic and other such factors.

2. Compensation.

(a) Base Salary. During the Term, the Company shall pay the Executive a base salary (“Base Salary”), at the annual rate of \$551,500, which shall be paid in installments in accordance with the Company’s normal payroll practices. The Executive’s Base Salary shall be reviewed annually by the Chief Executive Officer, pursuant to the normal performance review policies for senior-level executives and may be adjusted from time to time as the Compensation Committee of the Board (the “Compensation Committee”) deems appropriate. The Compensation Committee may take any actions of the Board pursuant to this Agreement.

(b) Annual Bonus. The Executive shall be eligible to be awarded an annual discretionary bonus for each fiscal year during the Term, based on the establishment and attainment of individual and corporate performance goals and targets established by the Compensation Committee (“Annual Bonus”) in its sole discretion. The target amount of the Executive’s Annual Bonus for any fiscal year during the Term is 50% of the Executive’s annual Base Salary, and the actual Annual Bonus awarded, if any, may be more or less than the target amount, as determined by the Compensation Committee in its sole discretion. Any Annual Bonus awarded shall be paid after the end of the fiscal year to which it relates, at the same time and under the same terms and conditions as the bonuses for other executives of the Company; provided that the Executive must be employed in good standing on the date that the Executive’s Annual Bonus is paid. The Annual Bonus shall be subject to the terms of the annual bonus plan that is applicable to other executives of the Company, including the requirement as to continued employment in good standing, subject to the provisions of Section 7 below.

(c) Equity Awards. During the Term, the Executive will be eligible for grants under the Replimune Group, Inc. 2018 Omnibus Incentive Compensation Plan, as it may be amended from time to time, or any successor plan (the “Plan”), as determined by the Compensation

Committee, from time to time. Any grant under the Plan will be issued under and be governed by the terms and provisions of the Plan and the applicable award agreement.

3. Retirement and Welfare Benefits. During the Term, the Executive shall be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefit plans, and programs available to similarly-situated employees of the Company, pursuant to their respective terms and conditions. Nothing in this Agreement shall preclude the Company or any Affiliate (as defined below) of the Company from terminating or amending any employee benefit plan or program from time to time after the Effective Date.

4. Paid Time-Off. During the Term, the Executive shall be entitled to paid time-off, in accordance with the Company's paid time-off policy, as may be in effect from time to time. Pursuant to the Company's current paid time-off policy, executive-level employees (Vice President and above) have the flexibility to take time off as needed to achieve balance in their lives and to deliver exceptional results when on the job. Such flexible time-off policy does not designate a set number of vacation days per year, but allows the Executive to set a schedule that works for him, as long as it does not disrupt Company operations or otherwise conflict with Executive's responsibilities and obligations pursuant to Paragraph 1(c).

5. Business Expenses. The Company shall reimburse the Executive for all necessary and reasonable travel (which does not include commuting) and other business expenses incurred by the Executive in the performance of his duties hereunder in accordance with such policies and procedures as the Company may adopt generally from time to time for executives.

6. Termination Without Cause; Resignation for Good Reason. The Company may terminate the Executive's employment at any time without Cause (as defined below) upon 30 days' advance written notice, subject to the Company's right to suspend or relieve the Executive of all duties, or to pay in lieu with respect to all or any portion of such notice period. The Executive may initiate a termination of employment by resigning for Good Reason, as described below. Upon termination by the Company without Cause or resignation by the Executive for Good Reason, whether before or after the Change of Control Protection Period (as defined below), if the Executive executes and does not revoke a written Release (as defined below), the Executive shall be entitled to receive, in lieu of any payments under any severance plan or program for employees or executives, the following:

(a) The Company will pay the Executive an amount equal to the Executive's Base Salary. Payment shall be made over the 12-month period following the termination date in installments in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the termination date, and any installments not paid between the termination date and the date of the first payment will be paid with the first payment.

(b) Provided that the Executive is eligible for and timely elects continuation coverage under COBRA, the Company will reimburse the Executive on a monthly basis for the COBRA premiums the Executive pays for continued health care coverage under the Company's group health plans for the Executive and the Executive's eligible dependents ("COBRA Reimbursement"). The Company will pay the Executive the COBRA Reimbursements for the

period from the Executive's termination date until the earliest to occur of (i) the end of the 12-month period following the Executive's termination date; (ii) the date the Executive becomes eligible for group health insurance coverage through a subsequent employer; or (iii) the date the Executive ceases to be eligible for COBRA coverage for any reason, including the Executive ceasing to pay the applicable COBRA premiums (each of the events described in (ii) or (iii) in this Section 6(b) shall be referred to herein as a "Disqualifying Event"). The Executive is required to notify the Company within five days of becoming aware that a Disqualifying Event has occurred or will occur. The COBRA health care continuation coverage period under section 4980B of the Internal Revenue Code of 1986, as amended (the "Code"), shall run concurrently with the period during which the Company pays the COBRA Reimbursements.

(c) The Company shall pay any other amounts earned, accrued, and owing but not yet paid under Section 2 above and any benefits accrued and due under any applicable benefit plans and programs of the Company ("Accrued Obligations"), regardless of whether the Executive executes or revokes the Release.

7. Change of Control Termination. Notwithstanding the foregoing upon termination by the Company without Cause or resignation by the Executive for Good Reason, in each case within 12 months following a Change of Control (as defined in the Plan) (the "Change of Control Protection Period"), and provided that the Executive executes and does not revoke a written Release, then the Executive shall be entitled to receive, in lieu of any payments under Section 6 of this Agreement or any severance plan or program for employees or executives the following:

(a) The Company will pay the Executive an aggregate amount equal to the sum of (x) the Executive's Base Salary, plus (y) the Executive's target Annual Bonus for the year of termination. Payment shall be made over the 12-month period following the termination date in installments in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the termination date, and any installments not paid between the termination date and the date of the first payment will be paid with the first payment.

(b) Provided that the Executive is eligible for and timely elects continuation coverage under COBRA, the Company will pay the Executive the COBRA Reimbursements for the period from the Executive's termination date until the earliest to occur of (i) the end of the 12-month period following the Executive's termination date or (ii) a Disqualifying Event. The Executive is required to notify the Company within five days of becoming aware that a Disqualifying Event has occurred or will occur. The COBRA health care continuation coverage period under section 4980B of the Code shall run concurrently with the period during which the Company pays the COBRA Reimbursements.

(c) The Company shall pay any Accrued Obligations, regardless of whether the Executive executes or revokes the Release.

8. Cause. The Company may immediately terminate the Executive's employment at any time for Cause upon written notice to the Executive, in which event all payments under this Agreement shall cease, except for any Accrued Obligations.

9. Voluntary Resignation Without Good Reason. The Executive may voluntarily terminate employment without Good Reason upon 30 days' prior written notice to the Company, subject to the Company's right to suspend or relieve Executive of all duties, or to pay in lieu with respect to all or any portion of such notice period. In such event, after the effective date of such termination, no payments shall be due under this Agreement, except that the Executive shall be entitled to any Accrued Obligations.
10. Disability. If the Executive incurs a Disability during the Term, in accordance with applicable law, the Company may terminate the Executive's employment on or after the date of Disability. If the Executive's employment terminates on account of Disability, the Executive shall be entitled to receive any Accrued Obligations. For purposes of this Agreement, the term "Disability" shall mean the Executive is eligible to receive long-term disability benefits under the Company's long-term disability plan; provided that if the Executive is not covered under the Company's long-term disability plan, "Disability" shall mean the Executive is unable to perform the essential functions of the job, with or without reasonable accommodation, by reason of any medically determinable physical or mental impairment that can be expected to last for a continuous period of not less than six months, subject to applicable law.
11. Death. If the Executive dies during the Term, the Executive's employment shall terminate on the date of death and the Company shall pay any Accrued Obligations to the Executive's executor, legal representative, administrator or designated beneficiary, as applicable. Otherwise, the Company shall have no further liability or obligation under this Agreement to the Executive's executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through the Executive.
12. Resignation of Positions. Effective as of the date of any termination of employment for any reason, the Executive will be automatically deemed to resign from all Company-related positions, including as an officer and director of the Company and its parents, subsidiaries and Affiliates, as applicable, and shall execute all documentation necessary to effectuate such resignation(s).
13. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:
- (a) "Cause" shall mean a determination by the Board that the Executive (i) has breached this Agreement or any confidentiality, nonsolicitation, noncompetition or inventions assignment agreement or obligations with the Company; (ii) committed an act of dishonesty, fraud, embezzlement or theft; (iii) engaged in conduct that causes, or is likely to cause, material damage to the property or reputation of the Company; (iv) failed to perform satisfactorily the material duties of the Executive's position (other than by reason of Disability) after receipt of a written warning from the Board; (v) committed a felony or any crime of moral turpitude; or (vi) materially failed to comply with the Company's code of conduct or employment policies.
- (b) "Good Reason" shall mean, the occurrence of one or more of the following without the Executive's consent, other than on account of the Executive's Disability:

- (i) A material diminution by the Company of the Executive’s authority, duties or responsibilities;
- (ii) A material and permanent change in the geographic location at which the Executive must perform services under this Agreement (which, for purposes of this Agreement, means relocation of the offices of the Company at which the Executive is principally employed to a location that increases the Executive’s commute to work by more than 50 miles);
- (iii) A material diminution in the Executive’s Base Salary, other than a general reduction in Base Salary that affects all similarly-situated executives in substantially the same proportions;
- (iv) Any action or inaction that constitutes a material breach by the Company of this Agreement; or
- (v) The Company elects not to renew the Term of this Agreement pursuant to Section 1(a) above for any reason other than Cause or Disability and does not offer the Executive continued employment on substantially similar terms as set forth in this Agreement.

The Executive must provide written notice of termination for Good Reason to the Company within 30 days after the event constituting Good Reason. The Company shall have a period of 30 days in which it may correct the act or failure to act that constitutes the grounds for Good Reason as set forth in the Executive’s notice of termination. If the Company does not correct the act or failure to act, the Executive’s employment will terminate for Good Reason on the first business day following the Company’s 30-day cure period. If the Executive does not provide written notice of termination for Good Reason to the Company within 30 days after an event constituting Good Reason, then the Executive will be deemed to have waived the Executive’s right to terminate for Good Reason with respect to such event.

(c) “Release” shall mean a separation agreement and general release of any and all claims against the Company and all related parties with respect to all matters arising out of the Executive’s employment by the Company, and the termination thereof (other than claims for any entitlements under the terms of this Agreement or under any plans or programs of the Company under which the Executive has accrued and is due a benefit). The Release will be in a standard form determined by and acceptable to the Company and shall include the Restrictive Covenants set forth in Section 15.

14. Section 409A.

(a) This Agreement is intended to comply with section 409A of the Code, and its corresponding regulations, or an exemption thereto, and payments may only be made under this Agreement upon an event and in a manner permitted by section 409A of the Code, to the extent applicable. Severance benefits under this Agreement are intended to be exempt from section 409A of the Code under the “short-term deferral” exception, to the maximum extent applicable, and then under the “separation pay” exception, to the maximum extent applicable. Notwithstanding anything in this Agreement to the contrary, if required by section 409A of the Code, if the Executive is considered a “specified employee” for purposes of section 409A of the

Code and if payment of any amounts under this Agreement is required to be delayed for a period of six months after separation from service pursuant to section 409A of the Code, payment of such amounts shall be delayed as required by section 409A of the Code, and the accumulated amounts shall be paid in a lump-sum payment within 10 days after the end of the six-month period. If the Executive dies during the postponement period prior to the payment of benefits, the amounts withheld on account of section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 days after the date of the Executive's death.

(b) All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service," if required under section 409A of the Code. For purposes of section 409A of the Code, each payment hereunder shall be treated as a separate payment, and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may the Executive, directly or indirectly, designate the calendar year of a payment. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of the Executive's execution of the Release, directly or indirectly, result in the Executive's designating the calendar year of payment of any amounts of deferred compensation subject to section 409A of the Code, and if a payment that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(c) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement be for expenses incurred during the period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a fiscal year not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other fiscal year, (iii) the reimbursement of an eligible expense be made no later than the last day of the fiscal year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits not be subject to liquidation or exchange for another benefit.

15. Restrictive Covenants.

(a) Noncompetition. The Executive agrees that during the Executive's employment with the Company and its Affiliates and the one-year period following the date on which the Executive's employment terminates for any reason (the "Restriction Period"), the Executive will not, without the Board's express written consent, engage (directly or indirectly) in any Competitive Business in the Restricted Area. The term "Competitive Business" means any activities or services conducted by any third party with respect to the research, development, marketing, manufacturing or sale of oncolytic immunotherapies that are similar to the activities or services the Executive has performed (or gained Proprietary Information about (as defined below)) at any time during the last two years of the Executive's employment with the Company. The term "Restricted Area" means the United States of America, Canada and countries within Europe, in respect of which the Company or any of its Affiliates has material business operations as of the date on which the Executive's employment terminates and in which the Executive has provided services or had a material presence or influence at any time during the last two years of the Executive's employment with the Company or its Affiliates. The Executive agrees that the

Base Salary provided for in Section 2(b), the Annual Bonus percentage opportunity provided for in Section 2(c), the separation benefits provided for in Section 6 and the Change of Control Termination benefits provided for in Section 7, are fair and reasonable consideration for the Executive's compliance with this Section 15(a). The Executive understands and agrees that, given the nature of the business of the Company and its Affiliates and the Executive's position with the Company, the foregoing geographic scope is reasonable and appropriate, that by virtue of the Executive's position and scope of responsibilities, the Executive has and will provide services and will have a material presence or influence within the Restricted Area, and that more limited geographical limitations on this non-competition covenant are therefore not appropriate. For purposes of this Agreement, the term "Affiliate" means the Company's sole shareholder, any subsidiary of the Company or other entity under common control with the Company. The Company shall not enforce this Section 15(a) if it terminates the Executive's employment without Cause as defined in Section 13(a). The Executive shall not be entitled to any payments under Sections 6 or 7, however, unless he executes and does not revoke a Release containing the Restrictive Covenants set forth in Section 15, including a one-year post-employment non-compete restriction.

(b) Nonsolicitation of Company Personnel. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, hire or attempt to hire any employee, consultant or independent contractor of the Company or its Affiliates, or solicit or attempt to solicit any such person to change or terminate his or her relationship with the Company or an Affiliate or otherwise to become an employee, consultant or independent contractor to, for or of any other person or business entity, unless more than 12 months shall have elapsed between the last day of such person's employment or service with the Company or Affiliate and the first day of such solicitation or hiring or attempt to solicit or hire. If any employee, consultant or independent contractor is hired or solicited by any entity that has hired or agreed to hire the Executive, such hiring or solicitation shall be conclusively presumed to be a violation of this subsection (b).

(c) Nonsolicitation of Business Partners. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, solicit, divert or appropriate, or attempt to solicit, divert or appropriate for the benefit of a Competitive Business, any (i) business partner or (ii) prospective business partner of the Company or an Affiliate who is or was identified through leads developed during the course of the Executive's employment or service with the Company, in each case, with whom the Executive was involved as part of the Executive's job responsibilities during the Executive's employment or service with the Company, or regarding whom the Executive learned Proprietary Information (as defined below) during the Executive's employment or service with the Company.

(d) Proprietary Information. At all times, the Executive will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Proprietary Information (defined below) of the Company or an Affiliate, except as such disclosure, use or publication may be required in connection with the Executive's work for the Company or as described in Section 15(e) below, or unless the Company expressly authorizes such disclosure in writing. "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Affiliates and shareholders, including but not limited to

information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship. Proprietary Information does not include information which (i) was disclosed in response to a valid order by a court or other governmental body, where the Executive provided the Company with prior written notice of such disclosure, (ii) was or becomes generally available to the public other than as a result of disclosure by the Executive or any of the Executive's agents, advisors or representatives, (iii) was within the Executive's possession prior to its being furnished to the Executive by or on behalf of the Company, provided that the source of the information was not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting the information to the Executive by a contractual, legal or fiduciary obligation, or (iv) was or becomes available to the Executive on a non-confidential basis from a source other than the Company or its representatives, provided that such source is not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting the information to the Executive by a contractual, legal or fiduciary obligation.

(e) Reports to Government Entities. Nothing in this Agreement shall prohibit or restrict the Executive from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Executive does not need the prior authorization of the Company to engage in conduct protected by this subsection, and the Executive does not need to notify the Company that the Executive has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

(f) Work Made for Hire; Inventions Assignment. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports, and all similar or related information which relates to the Company's or its Affiliates' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by the Executive while employed by the Company ("Work Product") belong to the Company. The Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive's entire right, title, and interest in and to all Work

Product and intellectual property rights therein, including, without limitation, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. The Executive will promptly disclose such Work Product to the Board and perform all actions reasonably requested by the Board (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing assignments, consents, powers of attorney and other instruments). If requested by the Company, the Executive agrees to execute any inventions assignment and confidentiality agreement that is required to be signed by Company employees generally. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or intellectual property rights so as to be less in any respect than that the Company would have had in the absence of this Agreement. The Executive understands that this Agreement does not, and shall not be construed to, grant the Executive any license or right of any nature with respect to any Work Product or intellectual property rights or any Proprietary Information, materials, software, or other tools made available to the Executive by the Company.

(g) Return of Company Property. Upon termination of the Executive's employment with the Company for any reason, and at any earlier time the Company requests, the Executive will (i) deliver to the person designated by the Company all originals and copies of all documents and property of the Company or an Affiliate that is in the Executive's possession or under the Executive's control or to which the Executive may have access, (ii) deliver to the person designated by the Company all Company property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, smartphones, PDAs, pagers, fax machines, equipment, manuals, reports, files, books, compilations, work product, e-mail messages, recordings, disks, thumb drives or other removable information storage devices, hard drives, and data, and (iii) to the extent that the Executive made use of the Executive's personal electronics (e.g., laptop, iPad, telephone, thumb drives, etc.) during employment with the Company, permit the Company to delete all Company property and information from such personal devices. The Executive will not reproduce or appropriate for the Executive's own use, or for the use of others, any property, Proprietary Information or Work Product.

(h) Future Cooperation. The Executive agrees that, following the termination of his employment, he will cooperate fully with the Company, upon request, in relation to (i) transitioning the Executive's job duties to his successor and any other operational issues that may arise in connection with his separation from employment; and (ii) the Company's defense, prosecution or other involvement in any continuing or future claims, lawsuits, charges, arbitrations, or internal or external investigations (or audits or reviews of any type) arising out of events or matters that occurred during the Executive's employment by the Company or to which he is otherwise a relevant witness.

(i) Tolling. Notwithstanding the foregoing, should the Executive violate any of the restrictive covenants in this Section 15, then the period of the Executive's breach of such covenant ("Violation Period") shall stop the running of the corresponding Restriction Period. Once the Executive resumes compliance with the restrictive covenant, the Restriction Period applicable to such covenant shall be extended for a period equal to the Violation Period so that

the Company enjoys the full benefit of the Executive's compliance with the restrictive covenant for the duration of the corresponding Restriction Period.

16. Legal and Equitable Remedies.

(a) Because the Executive's services are personal and unique and the Executive has had and will continue to have access to and has become and will continue to become acquainted with the Proprietary Information of the Company and its Affiliates, and because any breach by the Executive of any of the restrictive covenants contained in Section 15 would result in irreparable injury and damage for which money damages would not provide an adequate remedy, the Company shall have the right to enforce Section 15 and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach, or threatened breach, of the restrictive covenants set forth in Section 15. The Executive agrees that in any action in which the Company seeks injunction, specific performance or other equitable relief, the Executive will not assert or contend that any of the provisions of Section 15 are unreasonable or otherwise unenforceable.

(b) The Executive irrevocably and unconditionally (i) agrees that any legal proceeding arising out of this Agreement shall be brought solely in the United States District Court for the District of Massachusetts, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in the Commonwealth of Massachusetts, (ii) consents to the exclusive jurisdiction of such court in any such proceeding, and (iii) waives any objection to the laying of venue of any such proceeding in any such court. The Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers.

(c) Notwithstanding anything in this Agreement to the contrary, if the Executive breaches any of the Executive's obligations under Section 15, the Company shall be obligated to provide only the Accrued Obligations, and all payments under Section 2, Section 6, or Section 7 hereof, as applicable, shall cease. In such event, and in addition to any legal and equitable remedies permitted by law, the Company may require that the Executive repay all amounts theretofore paid to him pursuant to Sections 6 and 7 hereof (other than Sections 6(c) and 7(c)), and in such case, the Executive shall promptly repay such amounts on the terms determined by the Company.

17. Survival. The respective rights and obligations of the parties under this Agreement (including, but not limited to, under Sections 15 and 16) shall survive any termination of the Executive's employment or termination or expiration of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

18. No Mitigation or Set-Off. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced regardless of whether the Executive obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations

hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others.

19. Section 280G. In the event of a change in ownership or control under section 280G of the Code, if it shall be determined that any payment or distribution in the nature of compensation (within the meaning of section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of section 280G of the Code, the aggregate present value of the Payments under the Agreement shall be reduced (but not below zero) to the Reduced Amount (defined below) if and only if the Accounting Firm (described below) determines that the reduction will provide the Executive with a greater net after-tax benefit than would no reduction. No reduction shall be made unless the reduction would provide the Executive with a greater net after-tax benefit. The determinations under this Section shall be made as follows:

(a) The "Reduced Amount" shall be an amount expressed in present value which maximizes the aggregate present value of Payments under this Agreement without causing any Payment under this Agreement to be subject to the Excise Tax (defined below), determined in accordance with section 280G(d)(4) of the Code. The term "Excise Tax" means the excise tax imposed under section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(b) Payments under this Agreement shall be reduced on a nondiscretionary basis in such a way as to minimize the reduction in the economic value deliverable to the Executive. Where more than one payment has the same value for this purpose and they are payable at different times, they will be reduced on a pro rata basis. Only amounts payable under this Agreement shall be reduced pursuant to this Section.

(c) All determinations to be made under this Section shall be made by an independent certified public accounting firm selected by the Company and agreed to by the Executive immediately prior to the change-in-ownership or -control transaction (the "Accounting Firm"). The Accounting Firm shall provide its determinations and any supporting calculations both to the Company and the Executive within 10 days of the transaction. Any such determination by the Accounting Firm shall be binding upon the Company and the Executive. All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this Section shall be borne solely by the Company.

20. Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand-delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

Replimune, Inc.

500 Unicorn Park
Woburn, MA 01801
Attn: Chief Executive Officer

with a copy to:

Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110
Attn: Benjamin Stein

If to the Executive, to the most recent address on file with the Company or to such other names or addresses as the Company or the Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

21. Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state, and local taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. The Executive shall bear all expense of, and be solely responsible for, all federal, state, and local taxes due with respect to any payment received under this Agreement.

22. Remedies Cumulative; No Waiver. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

23. Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, except that the duties and responsibilities of the Executive under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by the Executive. The Company may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, and such rights and obligations shall inure to, and be binding upon, any successor to the business or any successor to substantially all of the assets of the Company, whether by merger, purchase of stock or assets or otherwise, which successor shall expressly assume such obligations, and the Executive acknowledges that in such event the obligations of the Executive hereunder, including but not limited to those under Section 15, will continue to apply in favor of the successor.

24. Company Policies. This Agreement and the compensation payable hereunder shall be subject to any applicable clawback or recoupment policies, share trading policies, and other

policies that may be implemented by the Board from time to time with respect to officers of the Company.

25. Indemnification. In the event the Executive is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that the Executive is or was a director or officer of the Company or any of its Affiliates, the Executive shall be indemnified by the Company, and the Company shall pay the Executive's related expenses when and as incurred, to the fullest extent permitted by applicable law and the Company's articles of incorporation and bylaws; provided, however, the Executive shall not be entitled to indemnity to the extent any such legal action, proceeding or investigation arises out of or relates to any act or omission by the Executive determined to be the result of the Executive's own gross negligence, fraud, willful or intentional misconduct or your breach of any law or fiduciary obligations, or any claims brought by the Executive against the Company or any of its Affiliates or any counterclaims brought by the Company or any of its Affiliates against the Executive. During the Executive's employment with the Company or any of its Affiliates and after termination of employment for any reason, the Company shall cover the Executive under the Company's directors' and officers' insurance policy applicable to other officers and directors according to the terms of such policy. The Executive agrees to notify the Company promptly upon becoming aware of any claim or potential claim asserted against him arising from the performance of his job duties.

26. Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings concerning the Executive's employment by the Company, including the Prior Agreement. This Agreement may be changed only by a written document signed by the Executive and the Company.

27. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

28. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of Massachusetts without regard to rules governing conflicts of law.

29. Acknowledgements. The Executive acknowledges (a) that the Company hereby advises him to consult with legal counsel prior to signing this Agreement, (b) that he has had a full and adequate opportunity to read and understand the terms and conditions contained in this Agreement, (c) that he has been provided with this Agreement a minimum of 10 business days prior to the date this Agreement becomes effective, and (d) that the post-employment

noncompetition and nonsolicitation provisions are supported by fair and reasonable consideration.

30. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile counterparts), each of which shall be an original, but all of which together shall constitute one instrument.

(Signature Page Follows)

15

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

REPLIMUNE, INC.

/s/ Philip Astley-Sparke

Name: Philip Astley-Sparke

Title: Chief Executive Officer

Date: November 2, 2021

EXECUTIVE

/s/ Robert Coffin

Name: Robert Coffin

Date: November 2, 2021

**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, Philip Astley-Sparke, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Replimune Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 4, 2021

By: /s/ Philip Astley-Sparke
Philip Astley-Sparke
Chief Executive Officer
(Principal Executive Officer)

**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, Jean Franchi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Replimune Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 4, 2021

By: /s/ Jean Franchi
Jean Franchi
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Replimune Group, Inc. (the "Company") for the quarter ended September 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Philip Astley-Sparke, Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his 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: November 4, 2021

By: /s/ Philip Astley-Sparke
Philip Astley-Sparke
Chief Executive Officer
(Principal Executive Officer)

