UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2026

OR

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

For the transition period from _____ to _____

Commission File Number: 001-40971

AURA BIOSCIENCES, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**32-0271970**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
80 Guest Street Boston, MA	**02135**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (617) 500-8864

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

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

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

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

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

As of August 6, 2026, the Registrant had 103,704,809 shares of common stock, $0.00001 par value per share, outstanding.

Summary of the Material Risks Associated with Our Business

Our business is subject to numerous material and other risks and uncertainties that you should be aware of in evaluating our business. These risks are described more fully in Part II, "Item 1A—Risk Factors," in this Quarterly Report on Form 10-Q and include, but are not limited to, the following:

- We have incurred significant net losses since our inception and anticipate that we will continue to incur losses for the foreseeable future.
- Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish proprietary rights to our technologies or product candidates.
- Our ability to generate revenue and achieve profitability depends significantly on our ability to achieve our objectives relating to the discovery, development, regulatory approval and commercialization of our product candidates.
- We are heavily dependent on the success of belzupacap sarotalocan, or bel-sar, our only product candidate to date.
- If we are not able to obtain, or if there are delays in obtaining, required regulatory approvals for bel-sar, we will not be able to commercialize, or will be delayed in commercializing, our product candidates, and our ability to generate revenue will be materially impaired.
- We have completed enrollment in our pivotal Phase 3 clinical trial, but we do not expect topline data until the second half of 2027, and we have not yet completed such trial nor commercialized any pharmaceutical products, which may make it difficult to evaluate our future prospects.
- If we fail to develop additional product candidates, or obtain additional indications of our first product candidate, our commercial opportunity could be limited.
- The U.S. Food and Drug Administration's agreement to a Special Protocol Assessment with respect to the study design of our global Phase 3 trial of bel-sar for the treatment of early choroidal melanoma does not guarantee any particular outcome from regulatory review, including ultimate approval, and may not lead to a successful review or approval process.
- We rely on third parties to conduct our clinical trials and some aspects of our research and preclinical testing, and expect to continue to do so, and those third parties may not perform satisfactorily, including failing to meet deadlines for the completion of such trials, research or testing.
- We currently rely on third-party contract development and manufacturing organizations, or CDMOs, for the production of clinical supply of bel-sar and may continue to rely on CDMOs for the production of commercial supply of bel-sar, if approved. This reliance on CDMOs increases the risk that we will not have sufficient quantities of such materials, product candidates, or any therapies that we may develop and commercialize, or that such supply will not be available to us at an acceptable cost, which could delay, prevent, or impair our development or commercialization efforts.
- If bel-sar or any future product candidates do not achieve broad market acceptance, the revenue that we generate from their sales may be limited, and we may never become profitable.
- If the market opportunity for bel-sar is smaller than we estimate or if any regulatory approval that we obtain is based on a narrower definition of the patient population, our revenue and ability to achieve profitability will be adversely affected, possibly materially.
- Our ability to compete may decline if we do not adequately protect our proprietary rights, and our proprietary rights do not necessarily address all potential threats to our competitive advantage.
- If we lose key management personnel, or if we fail to recruit additional highly skilled personnel, our ability to pursue our business strategy will be impaired, could result in loss of markets or market share and could make us less competitive.
- Artificial intelligence presents risks and challenges that can impact our business including by posing security risks to our confidential information, proprietary information, and personal data.
- Business disruptions could seriously harm our future revenue and financial condition and increase our costs and expenses.
- Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant influence over matters subject to stockholder approval.

Special Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q, or Quarterly Report, contains forward-looking statements which are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. All statements other than statements of historical facts contained in this Quarterly Report are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may”, “will”, “should”, “expects”, “intends”, “plans”, “anticipates”, “believes”, “estimates”, “predicts”, “potential”, “continue” or the negative of these terms or other comparable terminology. These statements are not guarantees of future results or performance and involve substantial risks and uncertainties. Forward-looking statements in this Quarterly Report include, but are not limited to, statements about:

- the initiation, timing, progress, results and cost of our research and development programs and our current and future nonclinical, preclinical studies and clinical trials, including statements regarding the timing of initiation and completion of studies or trials and related preparatory work, the period during which the results of the trials will become available and our research and development programs;
- our ability to efficiently develop our existing product candidates and discover new product candidates;
- our ability to successfully manufacture our drug substances and product candidates for preclinical use, for clinical trials and on a larger scale for commercial use, if approved;
- the ability and willingness of our third-party strategic collaborators to continue research and development and other activities relating to our development candidates and product candidates;
- our ability to obtain funding for our operations necessary to complete further development and commercialization of our product candidates;
- our ability to obtain and maintain regulatory approval of our product candidates;
- our ability to commercialize our products, if approved;
- the pricing and reimbursement of our product candidates, if approved;
- the implementation of our business model, and strategic plans for our business and product candidates;
- the scope of protection we are able to establish and maintain for intellectual property rights covering our product candidates;
- estimates of our future expenses, revenues, capital requirements and our needs for additional financing;
- the potential benefits of strategic collaboration agreements, our ability to enter into strategic collaborations or arrangements and our ability to attract collaborators with development, regulatory and commercialization expertise;
- future agreements with third parties in connection with the commercialization of product candidates and any other approved product;
- the size and growth potential of the markets for our product candidates and our ability to serve those markets;
- our financial performance;
- the rate and degree of market acceptance of our product candidates;
- regulatory developments in the United States and foreign countries;
- our ability to produce our products or product candidates with advantages in turnaround times or manufacturing cost;
- the success of competing therapies that are or may become available;
- our ability to attract and retain key scientific or management personnel;
- the impact of laws and regulations;
- developments relating to our competitors and our industry;
- the effects of macroeconomic conditions, including rising interest rates, inflation, capital market disruptions, changes in governmental agencies, government shutdowns, international tariffs, trade protection measures, economic sanctions and economic slowdowns or recessions, on our business operations; and
- other risks and uncertainties, including those listed under the caption “Risk Factors.”

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PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

Aura Biosciences, Inc.

Condensed Consolidated Balance Sheets
(Unaudited)
(in thousands, except share and per share amounts)

	June 30, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 67,836	$ 59,515
Marketable securities	256,004	84,726
Prepaid expenses and other current assets	5,188	5,498
Total current assets	329,028	149,739
Restricted cash and deposits	768	768
Right-of-use assets - operating lease	14,993	15,828
Other long-term assets	1,139	471
Property and equipment, net	2,201	2,624
Total Assets	$ 348,129	$ 169,430
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	2,254	1,549
Short-term operating lease liability	3,292	3,243
Accrued expenses and other current liabilities	14,014	13,591
Total current liabilities	19,560	18,383
Long-term operating lease liability	13,302	14,134
Total Liabilities	32,862	32,517
Commitments and Contingencies (Note 12)		
Stockholders' Equity:		
Common stock, $0.00001 par value, 150,000,000 authorized at June 30, 2026 and December 31, 2025, and 103,480,053 and 63,587,777 shares issued and outstanding at June 30, 2026 and December 31, 2025, respectively	1	—
Additional paid-in capital	914,769	617,433
Treasury stock, at cost, 6,922,870 shares held at June 30, 2026 and no shares held at December 31, 2025	(39,093)	—
Accumulated deficit	(559,740)	(480,418)
Accumulated other comprehensive loss	(670)	(102)
Total Stockholders' Equity	315,267	136,913
Total Liabilities and Stockholders' Equity	$ 348,129	$ 169,430

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

Aura Biosciences, Inc.

Condensed Consolidated Statements of Operations and Comprehensive Loss
(Unaudited)
(in thousands, except share and per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Operating Expenses:				
Research and development	$ 30,749	$ 22,882	$ 58,709	$ 46,225
General and administrative	17,320	5,731	24,226	11,423
Total operating expenses	48,069	28,613	82,935	57,648
Total operating loss	(48,069)	(28,613)	(82,935)	(57,648)
Other income (expense):				
Interest income, including amortization and accretion income	2,307	1,678	3,497	3,271
Other income (expense)	154	(36)	155	(59)
Total other income	2,461	1,642	3,652	3,212
Loss before income taxes	(45,608)	(26,971)	(79,283)	(54,436)
Income tax provision, net	(29)	(48)	(39)	(66)
Net loss	$ (45,637)	$ (27,019)	$ (79,322)	$ (54,502)
Net loss per common share—basic and diluted	$ (0.48)	$ (0.47)	$ (0.98)	$ (1.01)
Weighted average common stock outstanding—basic and diluted	94,863,400	58,015,718	81,231,222	54,092,728
Comprehensive loss:				
Net loss	$ (45,637)	$ (27,019)	$ (79,322)	$ (54,502)
Other comprehensive income (loss):				
Unrealized loss on marketable securities	(290)	(88)	(368)	(226)
Currency translation adjustment	(173)	8	(200)	(12)
Total other comprehensive loss	(463)	(80)	(568)	(238)
Total comprehensive loss	$ (46,100)	$ (27,099)	$ (79,890)	$ (54,740)

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

Aura Biosciences, Inc.

Condensed Consolidated Statements of Stockholders' Equity
(Unaudited)
(in thousands, except share data)

	Common Stock		Additional Paid-In	Treasury Stock		Accumulated	Accumulated Other Comprehensive	Total Stockholders'
	Shares	Amount	Capital	Shares	Amount	Deficit	Loss	Equity
Balance, December 31, 2025	63,587,777	$ —	$ 617,433	—	$ —	$ (480,418)	$ (102)	$ 136,913
Stock-based compensation expense	—	—	3,824	—	—	—	—	3,824
Employee Stock Purchase Plan issuance	24,214	—	121	—	—	—	—	121
Stock option exercises	12,733	—	56	—	—	—	—	56
Common stock warrant exercises	25,000	—	123	—	—	—	—	123
Vesting of restricted stock	500,744	—	—	—	—	—	—	—
Unrealized loss on marketable securities	—	—	—	—	—	—	(78)	(78)
Currency translation adjustment	—	—	—	—	—	—	(27)	(27)
Net loss	—	—	—	—	—	(33,685)	—	(33,685)
Balance, March 31, 2026	64,150,468	$ —	$ 621,557	—	$ —	$ (514,103)	$ (207)	$ 107,247
Stock-based compensation expense	—	—	12,368	—	—	—	—	12,368
Stock option exercises	10,720	—	80	—	—	—	—	80
Vesting of restricted stock	142,085	—	—	—	—	—	—	—
Unrealized loss on marketable securities	—	—	—	—	—	—	(290)	(290)
Issuance of common stock through follow-on offering, net of issuance costs of $618	46,099,650	1	259,383	—	—	—	—	259,384
Issuance of pre-funded warrants through follow-on offering, net of issuance costs of $51	—	—	21,381	—	—	—	—	21,381
Repurchase of common stock, including transaction costs of $48	(6,922,870)	—	—	6,922,870	(39,093)	—	—	(39,093)
Currency translation adjustment	—	—	—	—	—	—	(173)	(173)
Net loss	—	—	—	—	—	(45,637)	—	(45,637)
Balance, June 30, 2026	103,480,053	1	914,769	6,922,870	(39,093)	(559,740)	(670)	315,267

	Common Stock		Additional Paid-In	Treasury Stock		Accumulated	Accumulated Other Comprehensive	Total Stockholders'
	Shares	Amount	Capital	Shares	Amount	Deficit	Income	Equity
Balance, December 31, 2024	49,998,279	$ —	$ 525,934	—	$ —	$ (374,227)	$ 263	$ 151,970
Stock-based compensation expense	—	—	3,514	—	—	—	—	3,514
Employee Stock Purchase Plan issuance	15,263	—	96	—	—	—	—	96
Vesting of restricted stock	211,770	—	—	—	—	—	—	—
Unrealized loss on marketable securities	—	—	—	—	—	—	(137)	(137)
Currency translation adjustment	—	—	—	—	—	—	(21)	(21)
Other	—	—	27	—	—	—	—	27
Net loss	—	—	—	—	—	(27,483)	—	(27,483)
Balance, March 31, 2025	50,225,312	$ —	$ 529,571	—	$ —	$ (401,710)	$ 105	$ 127,966
Stock-based compensation expense	—	—	3,833	—	—	—	—	3,833
Stock option exercises	1,424	—	2	—	—	—	—	2
Vesting of restricted stock	108,749	—	—	—	—	—	—	—
Unrealized loss on marketable securities	—	—	—	—	—	—	(88)	(88)
Issuance of common stock through follow-on offering, net of issuance costs of $384	11,735,565	—	46,517	—	—	—	—	46,517
Issuance of pre-funded warrants through follow-on offering, net of issuance costs of $117	—	—	14,156	—	—	—	—	14,156
Issuance of common stock warrants through follow-on offering, net of issuance costs of $76	—	—	9,254	—	—	—	—	9,254
Currency translation adjustment	—	—	—	—	—	—	8	8
Net loss	—	—	—	—	—	(27,019)	—	(27,019)
Balance, June 30, 2025	62,071,050	—	603,333	—	—	(428,729)	25	174,629

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

Aura Biosciences, Inc.

Condensed Consolidated Statements of Cash Flows
(Unaudited)
(in thousands)

	Six Months Ended June 30,	
	2026	**2025**
Cash flows from operating activities:		
Net loss	$ (79,322)	$ (54,502)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	534	577
Accretion income on marketable securities	(632)	(785)
Stock-based compensation expense	16,192	7,347
Other non-cash items	19	27
Non-cash lease expense	835	757
Changes in operating assets and liabilities:		
Prepaid expenses and other assets	310	2,882
Other long-term assets	(668)	333
Accounts payable	698	(1,018)
Accrued expenses and other liabilities	423	910
Operating lease liabilities	(783)	(657)
Net cash used in operating activities	(62,394)	(44,129)
Cash flows from investing activities:		
Purchases of property and equipment	(123)	(226)
Purchases of marketable securities	(256,014)	(9,984)
Maturities of marketable securities	85,000	60,000
Net cash provided by (used in) investing activities	(171,137)	49,790
Cash flows from financing activities:		
Proceeds from exercise of stock options	136	2
Proceeds from exercise of common stock warrants	123	—
Proceeds from issuance of common stock from follow-on offering, net of issuance costs	259,384	46,517
Proceeds from issuance of pre-funded warrants from follow-on offering, net of issuance costs	21,381	14,156
Proceeds from issuance of common stock warrants from follow-on offering, net of issuance costs	—	9,254
Repurchase of common stock, including transaction costs	(39,093)	—
Proceeds from ESPP purchases	121	96
Net cash provided by financing activities	242,052	70,025
Net increase in cash, cash equivalents and restricted cash	8,521	75,686
Effect of exchange rate changes on cash and cash equivalents	(200)	(12)
Cash, cash equivalents and restricted cash at beginning of period	60,283	32,461
Cash, cash equivalents and restricted cash at end of period	$ 68,604	$ 108,135
Supplemental disclosure of cash flow information:		
Purchases of property and equipment in accounts payable and accrued expenses and other liabilities	7	—

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the unaudited condensed consolidated balance sheets that sum to the total of the same such amounts shown in the unaudited condensed consolidated statements of cash flows (in thousands):

	June 30,	
	2026	**2025**
Cash and cash equivalents, end of period	$ 67,836	$ 107,367
Long-term restricted cash, end of period	768	768
Cash, cash equivalents and restricted cash at end of period	$ 68,604	$ 108,135

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

1. Description of Business

Aura Biosciences, Inc., or the Company or Aura, is a clinical-stage biotechnology company developing precision therapies to treat solid tumors designed to preserve organ function. Within these unaudited condensed consolidated financial statements, unless the context otherwise requires, references to the Company or Aura refer to Aura Biosciences, Inc. and its subsidiaries on a consolidated basis. The Company's proprietary platform is designed to enable the targeting of a broad range of solid tumors using Virus-Like Particles, or VLPs, that can be conjugated with drugs or loaded with nucleic acids to create Virus-Like Drug Conjugates, or VDCs. VDCs are a novel class of drugs with a dual mechanism of action that promote cancer cell death by both the delivery of the cytotoxic payload to generate acute necrosis and activation of a secondary immune mediated response. The Company's initial focus is in ocular and urologic oncology, both areas of high unmet medical need where local targeted therapies may enable early intervention. The Company is evaluating the safety and efficacy of its lead candidate, bel-sar, as a potential vision-sparing therapy in its ongoing global Phase 3 CoMpass trial for the first-line treatment of adult patients with small choroidal melanoma and/or indeterminate lesions, or early choroidal melanoma. Bel-sar is also in clinical development in metastases to the choroid and is being explored for cancers of the ocular surface. The Company envisions the potential for development of bel-sar in additional therapeutic areas. Aura's headquarters are located in Boston, Massachusetts.

The Company's operations to date have consisted primarily of conducting research and development and raising capital.

The Company is subject to risks common to companies in the biotechnology industry, including, but not limited to, the successful development and commercialization of products, fluctuations in operating results and financial risks, need for additional financing or alternative means of financial support or both to fund its current operating plan, protection of proprietary technology and patent risks, compliance with government regulations, dependence on key personnel, collaborative partners, contract development and manufacturing organizations and other third-parties, competition, customer demand, management of growth, and the effectiveness of marketing by the Company.

Liquidity

Through June 30, 2026, the Company has funded its operations primarily with proceeds from the initial and additional closings of its convertible preferred stock financings, and through its initial public offering, or IPO, follow-on offerings and at-the-market offerings, or ATM.

On May 5, 2026, the Company issued and sold (i) 46,099,650 shares of common stock, which includes 6,508,650 shares sold upon the underwriters' exercise in full of their option to purchase additional shares of common stock, and (ii) in lieu of common stock to certain investors, pre-funded warrants to purchase an aggregate of up to 3,800,000 shares of its common stock, or the 2026 Follow-On Offering. Each such share of common stock was sold at a price to the public of $6.00 per share and each such pre-funded warrant was offered and sold at a price to the public of $5.99999 per pre-funded warrant. The Company received approximately $280.8 million in net proceeds from the 2026 Follow-On Offering, after deducting underwriting discounts and commissions and offering expenses, of which approximately $39.0 million were used by the Company to repurchase 6,922,870 shares of common stock from Matrix Capital Management Master Fund, LP, or Matrix, at a price per share of $5.64, on May 7, 2026, or the Matrix Repurchase.

On May 16, 2025, the Company issued and sold 11,735,565 shares of common stock, pre-funded warrants to purchase up to 3,571,435 shares of common stock, and accompanying warrants to purchase an aggregate of 3,826,750 shares of common stock, or the 2025 Follow-On Offering. The common stock and pre-funded warrants were sold in the 2025 Follow-On Offering in combination with an accompanying common stock warrant to purchase 0.25 of a share of common stock for each share of common stock or pre-funded warrant sold. Each such share of common stock was offered and sold together with an accompanying common stock warrant at a combined offering price of $4.90, and each such pre-funded warrant was offered and sold together with an accompanying common stock warrant at a combined offering price of $4.89999. The Company received approximately $69.9 million in net proceeds from the 2025 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses.

On November 9, 2023, the Company issued and sold 11,000,000 shares of common stock at a price to the public of $9.00 per share for aggregate gross proceeds of $99.0 million, or the 2023 Follow-On Offering. The Company received approximately $92.6 million in net proceeds from the 2023 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses.

On November 1, 2022, the Company filed a shelf registration statement on Form S-3, or the 2022 Shelf, with the SEC in relation to the registration of up to an aggregate offering price of $250.0 million of common stock, preferred stock, debt securities, warrants and units or any combination thereof. The Company also simultaneously entered into the Open Market Sale Agreement℠, or Sales Agreement, with Jefferies LLC, or the Sales Agent, to provide for the offering, issuance and sale by the Company of up to an aggregate of $75.0 million of common stock from time to time in the ATM under the 2022 Shelf and subject to the limitations thereof.

In connection with the 2023 Follow-On Offering, on November 6, 2023, the Company delivered written notice to Jefferies that the Company was suspending and terminating the prospectus related to the shares issuable in the ATM pursuant to the terms of the Sales Agreement.

On March 27, 2024, the Company filed the 2024 Shelf, which superseded the 2022 Shelf. The 2024 Shelf included a prospectus supplement to provide for offerings in the ATM under the Sales Agreement. The Company did not issue any shares of common stock during the six months ended June 30, 2026 under the ATM, and issued 1,055,362 shares of common stock at a weighted average price of $6.36 for aggregate gross proceeds of $6.7 million during the year ended December 31, 2025 under the ATM.

In connection with the 2026 Follow-On Offering, on May 4, 2026, the Company delivered written notice to Jefferies that the Company was suspending and terminating the prospectus related to the shares issuable in the ATM pursuant to the terms of the Sales Agreement. As a result, the Company will not make any sales of its securities pursuant to the Sales Agreement, unless and until a new prospectus, prospectus supplement, or a new registration statement relating to the shares eligible to be sold in the ATM is filed. Other than the termination of the prospectus, the Sales Agreement remains in full force and effect.

As of the issuance date of these unaudited condensed consolidated financial statements for the three and six months ended June 30, 2026, the Company expects that its cash and cash equivalents and marketable securities will be sufficient to fund its operating expenses and capital expenditure requirements through at least 12 months from the issuance of these unaudited condensed consolidated financial statements. The future viability of the Company beyond that point is dependent on its ability to raise additional capital to finance its operations.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, or U.S. GAAP. In management's opinion, the accompanying unaudited condensed consolidated financial statements include all adjustments, consisting of normal recurring adjustments, which are necessary to present fairly the Company's financial position, results of operations, and cash flows. The financial data and other information disclosed in these notes related to the three and six months ended June 30, 2026 and 2025 are also unaudited. The unaudited condensed results of operations are not necessarily indicative of the operating results that may occur for the full fiscal year ending December 31, 2026. Certain information and footnote disclosures normally included in annual consolidated financial statements prepared in accordance with U.S. GAAP have been omitted pursuant to instructions, rules, and regulations prescribed by the United States Securities and Exchange Commission, or the SEC. Management believes that the disclosures provided here are adequate to make the information presented not misleading when these unaudited condensed consolidated financial statements are read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K.

Significant Accounting Policies

The Company's significant accounting policies are disclosed in the audited consolidated financial statements for the year ended December 31, 2025, in the Company's Annual Report on Form 10-K filed with the SEC on March 30, 2026. There have been no changes to the Company's significant accounting policies except as noted below.

Treasury Stock

The Company records treasury stock at cost, including direct costs incurred to acquire the shares. Treasury stock is comprised of shares of common stock repurchased by the Company and not retired. Such shares are excluded from shares

outstanding for purposes of computing net loss per share. Upon any subsequent reissuance, differences between cost and reissuance proceeds are recognized in additional paid-in capital or accumulated deficit, with no effect on the condensed consolidated statements of operations and comprehensive loss

Stock-Based Compensation

The Company recognizes stock-based compensation expense for all stock-based awards based on their grant date fair value.

The Company recognizes stock-based compensation expense over the requisite service period, which is generally the vesting period of the award. For awards that include performance-based vesting conditions, expense is recognized using the accelerated attribution method when the performance condition is deemed to be probable of being satisfied. The Company accounts for forfeitures as they occur. The Company determines the fair value of restricted stock unit awards in reference to the fair value of its common stock less any applicable purchase price.

The fair value of each service-based stock option grant is estimated on the date of grant using a 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 the Company's expected dividend yield.

The fair value of each performance-based restricted stock unit subject to a market-based vesting condition is estimated on the date of grant using a Monte Carlo simulation model, which utilizes certain subjective assumptions, including the expected stock price volatility, the risk-free interest rate for a period corresponding to the term of the award, and the Company's expected dividend yield.

The Company determines the volatility for its stock-based awards granted based on an analysis of reported data for a group of guideline companies that have issued options with substantially similar terms. The expected volatility has been determined using a weighted average of the historical volatility measures of this group of guideline companies. The Company expects to continue to do so until such time as it has adequate historical data regarding the volatility of its own traded stock price. The expected term of the Company's stock options granted to employees has been determined utilizing the "simplified" method, using the midpoint between the vesting date and the contractual term. 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. The Company has not paid, and does not anticipate paying, cash dividends on its common stock; therefore, the expected dividend yield is assumed to be zero.

The Company classifies stock-based compensation expense in its consolidated statements of operations and comprehensive loss in the same manner in which the award recipient's cash compensation costs are classified.

New Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. The standard requires the Company to provide further disaggregated information of relevant expense captions within its consolidated statements of operations, including employee compensation and depreciation, as well as the inclusion of other specific expenses, gains and losses required by existing U.S. GAAP. The standard is effective for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The standard may be applied prospectively or retrospectively. While the standard will require additional disclosures related to certain expenses included in the consolidated statements of operations, the standard is not expected to have any impact on the Company's consolidated operating results, financial condition or cash flows.

3. Fair Value of Assets and Liabilities

The following table presents information about the Company's financial assets and liabilities measured at fair value on a recurring basis and indicates the level of the fair value hierarchy utilized to determine such fair values as of June 30, 2026 and December 31, 2025 (in thousands):

Description	June 30, 2026	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Financial assets				
Cash equivalents:				
Money market funds	$ 40,342	$ 40,342	$ —	$ —
U.S. Government agencies	$ 26,933	$ 26,933	$ —	$ —
Marketable securities:				
U.S. Government agencies	256,004	—	256,004	—
Total financial assets	$ 323,279	$ 67,275	$ 256,004	$ —

Description	December 31, 2025	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Financial assets				
Cash equivalents:				
Money market funds	$ 58,688	$ 58,688	$ —	$ —
Marketable securities:				
U.S. Government agencies	84,726	—	84,726	—
Total financial assets	$ 143,414	$ 58,688	$ 84,726	$ —

There were no transfers within the fair value hierarchy during the six months ended June 30, 2026.

4. Property and Equipment, Net

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

	June 30, 2026	December 31, 2025
Assets under construction	$ 294	$ 228
IT equipment	451	451
Leasehold improvements	471	471
Lab equipment	8,558	8,526
	$ 9,774	$ 9,676
Less—accumulated depreciation	(7,573)	(7,052)
Property and equipment, net	$ 2,201	$ 2,624

Depreciation expense was $0.3 million for each of the three months ended June 30, 2026 and 2025. In addition, depreciation expense was $0.5 million and $0.6 million for the six months ended June 30, 2026 and 2025, respectively.

5. Prepaid Expenses and Other Current Assets

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

	June 30, 2026	December 31, 2025
Prepaid insurance	$ 651	$ 1,666
Prepaid research and development expenses	1,955	2,657
Interest receivable	1,763	515
Other	819	660
Prepaid expenses and other current assets	$ 5,188	$ 5,498

6. Marketable Securities

Marketable securities consisted of the following (in thousands):

	June 30, 2026			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
U.S. Government agencies	$ 256,282	$ —	$ (278)	$ 256,004
Total	$ 256,282	$ —	$ (278)	$ 256,004

	December 31, 2025			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
U.S. Government agencies	84,638	88	—	$ 84,726
Total	$ 84,638	$ 88	$ —	$ 84,726

As of June 30, 2026, the current credit ratings of the Company's investments are all within the guidelines of the investment policy of the Company, and the Company does not expect the issuers to settle any security at a price less than the amortized cost basis of the investment. The Company does not intend to sell the investments, and it is not probable that the Company will be required to sell the investments before recovery of their amortized cost basis.

As of June 30, 2026, ten marketable securities with a contractual maturity of one year or less were in an unrealized loss position totaling $0.1 million. In addition, nine marketable securities with a contractual maturity between one and two years were in an unrealized loss position totaling $0.2 million.

As of June 30, 2025, one marketable security with contractual maturity of one year or less was in an unrealized loss position totaling $0.01 million, and all marketable securities held by the Company had remaining contractual maturities of one year or less.

There were no impairments of the Company’s marketable securities measured and carried at fair value during the six months ended June 30, 2026 and 2025.

7. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	June 30, 2026	December 31, 2025
Accrued research and development expenses	$ 8,261	$ 7,006
Accrued compensation	4,602	6,005
Accrued professional fees	243	338
Other	908	242
Accrued expenses and other current liabilities	$ 14,014	$ 13,591

8. Stockholders' Equity

The Company had 150,000,000 authorized shares of common stock, par value $0.00001 per share, of which 103,480,053 and 63,587,777 shares were issued and outstanding at June 30, 2026 and December 31, 2025, respectively.

In addition, the Company had 10,000,000 authorized shares of preferred stock, par value $0.00001 per share, all of which shares of preferred stock are undesignated. No authorized shares of preferred stock were issued and outstanding at June 30, 2026 and December 31, 2025.

The Company records treasury stock at cost. Treasury stock is comprised of shares of common stock repurchased by the Company and not retired. The Company held 6,922,870 shares of treasury stock at a cost of $39.1 million at June 30, 2026 and held no shares of treasury stock at December 31, 2025.

Financings

On May 5, 2026, the Company issued and sold (i) 46,099,650 shares of common stock, which includes 6,508,650 shares sold upon the underwriters' exercise in full of their option to purchase additional shares of common stock on May 4, 2026, and (ii) in lieu of common stock to certain investors, pre-funded warrants to purchase an aggregate of up to 3,800,000 shares of its common stock in the 2026 Follow-On Offering. Each such share of common stock was sold at a price to the public of $6.00 per share and each such pre-funded warrant was offered and sold at a price to the public of $5.99999 per pre-funded warrant. The Company received approximately $280.8 million in net proceeds from the 2026 Follow-On Offering, after deducting underwriting discounts and commissions and offering expenses, of which approximately $39.0 million were used by the Company to repurchase 6,922,870 shares of common stock from Matrix Capital Management Master Fund, LP, or Matrix, at a price per share of $5.64, on May 7, 2026, or the Matrix Repurchase.

On May 16, 2025, the Company issued and sold 11,735,565 shares of common stock, pre-funded warrants to purchase up to 3,571,435 shares of common stock, and accompanying warrants to purchase an aggregate of 3,826,750 shares of common stock. The common stock and pre-funded warrants were sold in the 2025 Follow-On Offering in combination with an accompanying common stock warrant to purchase 0.25 of a share of common stock for each share of common stock or pre-funded warrant sold. Each such share of common stock was offered and sold together with an accompanying common stock warrant at a combined offering price of $4.90, and each such pre-funded warrant was offered and sold together with an accompanying common stock warrant at a combined offering price of $4.89999. The Company received approximately $69.9 million in net proceeds from the 2025 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses.

On March 27, 2024, the Company filed the 2024 Shelf with the SEC in relation to the registration of up to an aggregate offering price of $350.0 million of common stock, preferred stock, debt securities, warrants and units or any combination thereof, which superseded the 2022 Shelf. The 2024 Shelf included a prospectus supplement to provide for offerings in the ATM under the Sales Agreement. The Company did not issue any shares of common stock during the six months ended June 30, 2026 under the ATM, and issued 1,055,362 shares of common stock at a weighted average price of $6.36 for aggregate gross proceeds of $6.7 million during the year ended December 31, 2025 under the ATM.

On November 9, 2023, the Company issued and sold 11,000,000 shares of common stock at a price to the public of $9.00 per share for aggregate gross proceeds of $99.0 million in the 2023 Follow-On Offering. The Company received approximately $92.6 million in net proceeds from the 2023 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses.

On November 1, 2022, the Company filed the 2022 Shelf with the SEC in relation to the registration of up to an aggregate offering price of $250.0 million of common stock, preferred stock, debt securities, warrants and units or any combination thereof. The Company also simultaneously entered into the Sales Agreement with the Sales Agent to provide for the offering, issuance and sale by the Company of up to an aggregate of $75.0 million of common stock from time to time in the ATM under the 2022 Shelf and subject to the limitations thereof. The Company issued 261,807 shares of common stock at a weighted average price of $12.49 for aggregate gross proceeds of $3.3 million during the year ended December 31, 2023 under the ATM.

9. Stock-Based Compensation

2018 Stock Option and Incentive Plan

On December 12, 2018, the Company adopted the Aura Biosciences, Inc. 2018 Equity Incentive Plan, or the 2018 Plan. The 2018 Plan will expire in 2028. Under the 2018 Plan, Aura may grant incentive stock options, non-qualified stock options, restricted and unrestricted stock awards and stock rights. The Board of Directors, or the Board, has determined not to make any further awards under the 2018 Plan as of November 2, 2021. However, the 2018 Plan will continue to govern outstanding equity awards granted thereunder.

2021 Stock Option and Incentive Plan

The 2021 Stock Option and Incentive Plan, or the 2021 Plan, was adopted by the Board on October 7, 2021, approved by the Company's stockholders on October 22, 2021 and became effective on November 1, 2021. The 2021 Plan permits the granting of several award types, including restricted stock units and both options to purchase common stock intended to qualify as incentive stock options under Section 422 of the United States Internal Revenue Code, or the Code, and options that do not so qualify. The number of shares initially reserved for issuance under the 2021 Plan was 3,352,166, which increased on January 1, 2022 and will continue to increase each January 1 thereafter, by 5% of the outstanding number of shares of common stock on the immediately preceding December 31 or such lesser number of shares as determined by the Company's compensation committee. The maximum number of shares of common stock that may be issued in the form of incentive stock options shall not exceed the initial limit, cumulatively increased on January 1, 2022 and on each January 1 thereafter by the lesser of the annual increase for such year or 3,352,166 shares of common stock. On January 1, 2026, the shares reserved for issuance was increased to 14,328,694 shares. With the transfer of shares to the 2021 Plan in connection with the termination or expiration of awards under the 2018 Plan, together with shares otherwise available under the 2021 Plan, there were 4,493,172 shares available for grant under the 2021 Plan at June 30, 2026.

Inducement Award Plan

The Inducement Award Plan, or the Plan, was adopted by the Board on April 29, 2026, and became effective on May 19, 2026. The Plan covers the award of an option to purchase shares of common stock of the Company and restricted stock unit awards, in each case, issued outside of the 2021 Plan. The shares covered by the Plan do not reduce the share reserve under the 2021 Plan. However, the terms and conditions of the 2021 Plan (other than those applicable to the share reserve) govern and apply to the Plan. The Plan is between the Company and Natalie Holles, CEO, and includes (i) an option to purchase 2,169,103 shares of common stock, (ii) a restricted stock unit award relating to 600,118 shares of common stock and (iii) a performance-based restricted stock unit award relating to 553,844 shares of common stock. As of June 30, 2026, 3,323,065 shares had been granted under the Plan.

2021 Employee Stock Purchase Plan

The 2021 Employee Stock Purchase Plan, or the ESPP, was adopted by the Board on October 7, 2021, approved by the Company's stockholders on October 22, 2021 and became effective on November 1, 2021. A total of 335,217 shares of common stock were initially reserved for issuance under this plan, which increased on January 1, 2022 and will continue to increase each January 1 thereafter through January 1, 2031, by the least of (i) 335,217 shares of common stock, (ii) 1% of the outstanding number of shares of common stock on the immediately preceding December 31 or (iii) such lesser number of shares of common stock as determined by the administrator of the ESPP. On January 1, 2026, the shares reserved for issuance were increased to 1,900,688 shares. The purchase price of the shares under the ESPP is at 85% of the lower of the fair market value of the Company's common stock on the first trading day of the offering period or on the purchase date. As of June 30, 2026, 1,876,474 shares were available to be issued under the ESPP. The Company recognized $0.04 million and $0.01 million in stock-based compensation expense related to the ESPP for the three months ended June 30, 2026 and 2025, respectively. The Company recognized $0.07 million and $0.03 million of stock-based compensation expense related to the ESPP for the six months ended June 30, 2026 and 2025, respectively.

Stock Options

The Board is authorized to administer the 2021 Plan. In accordance with the provisions of the 2021 Plan, the Board determines the terms of Aura options and other awards issued pursuant thereto, including the following:

- which employees, directors and consultants shall be granted awards;
- the number of shares of common stock subject to options and other awards;

- the exercise price of each option, which generally shall not be less than fair market value of the common stock on the date of grant;
- the termination or cancellation provisions applicable to options;
- the terms and conditions of other awards, including conditions for repurchase, termination or cancellation, issue price and repurchase price; and
- all other terms and conditions upon which each award may be granted in accordance with the 2021 Plan.

In addition, the Board may award restricted shares of common stock and restricted stock units to participants subject to such conditions and restrictions as it may determine. The Board or any committee to which the Board delegates authority may, with the consent of the affected plan participants, re-price or otherwise amend outstanding awards consistent with the terms of the 2021 Plan.

The following table summarizes stock option activity under the 2018 Plan, 2021 Plan, and Inducement Award Plan for the six months ended June 30, 2026:

	Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding at December 31, 2025	6,467,582	$ 7.93	6.96	$ 1,503
Granted	3,967,456	6.83		
Exercised	(23,453)	5.83		
Cancelled/Forfeited	(314,402)	8.84		
Outstanding at June 30, 2026	10,097,183	$ 7.47	6.82	$ 6,511
Exercisable at June 30, 2026	4,466,179	$ 7.97	4.54	$ 4,512

The weighted-average grant date fair value of stock options granted during the six months ended June 30, 2026 and 2025 was $5.37 and $5.57 per share, respectively. The fair value of options vested during the six months ended June 30, 2026 and 2025 was $4.3 million and $4.6 million, respectively. The total intrinsic value of options exercised was $0.02 million and $0.01 million for the six months ended June 30, 2026 and 2025, respectively.

The fair value of the stock options granted for the three and six months ended June 30, 2026 and 2025 was measured with the following weighted-average assumptions:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Risk-free interest rate	4.40%	4.09%	4.12%	4.31%
Expected term (years)	6.05	6.00	6.06	6.04
Expected volatility of the underlying stock	91.04%	90.80%	95.74%	90.87%
Expected dividend rate	—%	—%	—%	—%

Restricted Stock Units

The Company has granted restricted stock units with service-based, market-based, and performance-based vesting conditions. Unvested restricted stock units may not be sold or transferred by the holder.

The fair value of the performance-based restricted stock units with a market-based vesting condition granted under the Plan for the three and six months ended June 30, 2026 and 2025 was measured with the following weighted-average assumptions using a lattice model with a Monte Carlo simulation:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Risk-free interest rate	4.39%	—%	4.39%	—%
Expected term (years)	3.90	—	3.90	—
Expected volatility of the underlying stock	91.30%	—%	91.30%	—%
Expected dividend rate	—%	—%	—%	—%

A summary of the restricted stock units activity during the six months ended June 30, 2026 is as follows:

	Restricted Stock Units	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2025	2,690,777	$ 7.74
Granted	2,371,770	6.62
Vested/Released	(642,829)	7.74
Forfeited	(168,286)	8.13
Unvested at June 30, 2026	4,251,432	$ 7.10

For the six months ended June 30, 2026, 642,829 restricted stock units vested with a fair value of $5.0 million.

Stock-Based Compensation Expense

The Company recorded stock-based compensation expense as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Research and development	$ 2,083	$ 2,069	$ 4,273	$ 3,984
General and administrative	10,285	1,764	11,919	3,363
Total	$ 12,368	$ 3,833	$ 16,192	$ 7,347

As of June 30, 2026, there was $26.2 million of unrecognized stock-based compensation expense related to stock options, which is expected to be recognized over a weighted-average period of 2.95 years.

As of June 30, 2026, there was $23.8 million of unrecognized stock-based compensation expense related to restricted stock units, which is expected to be recognized over a weighted-average period of 2.58 years.

10. Warrants

In May 2026, in connection with the 2026 Follow-On Offering, the Company issued pre-funded warrants to purchase an aggregate of up to 3,800,000 shares of its common stock. Each such pre-funded warrant was offered and sold at a price to the public of $5.99999 per pre-funded warrant. Additionally, in May 2025, in connection with the 2025 Follow-On Offering, the Company issued pre-funded warrants to purchase up to 3,571,435 shares of common stock and warrants to purchase an aggregate of 3,826,750 shares of common stock. Each pre-funded warrant has an initial exercise price per share of $0.00001, subject to certain adjustments. The pre-funded warrants are exercisable immediately and may be exercised at any time until all of the pre-funded warrants are exercised in full. Each common stock warrant has an initial exercise price per share of $4.90, subject to certain adjustments. The common stock warrants are immediately exercisable from the date of issuance until expiration five years after the date of issuance. Pursuant to ASC 815-40, *Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock*, the pre-funded warrants and common stock warrants were classified within permanent equity. As of June 30, 2026, 7,371,435 pre-funded warrants and 3,801,750 common stock warrants remained outstanding.

In February 2015 and May 2015, the Company issued warrants to purchase 1,650,098 and 887,536 shares of Series B convertible preferred stock, respectively, at an exercise price of $1.24235 per share, or the Series B Warrants. Each Series B Warrant was immediately exercisable and expired ten years from the original date of issuance. Pursuant to ASC 480, *Distinguishing Liabilities from Equity*, the Series B Warrants were classified as a liability and were re-measured to fair value at each balance sheet date. A total of 173,827 of the Series B Warrants were outstanding and were converted into warrants to purchase 12,686 shares of common stock with an exercise price of $17.03 upon the completion of the IPO in November 2021. As a result, the 12,686 common stock warrants were converted into equity instruments. All of these common stock warrants expired in 2025.

The following is a summary of the warrants activity for the six months ended June 30, 2026:

	Number of Warrants	
	Equity classified	Total
Outstanding as of December 31, 2025	7,398,185	7,398,185
Issued	3,800,000	3,800,000
Exercised	(25,000)	(25,000)
Outstanding as of June 30, 2026	11,173,185	11,173,185

11. Compensation

In January 2012, the Company adopted the Aura Biosciences 401(k) Profit Sharing Plan and Trust (the "401(k) Plan") for its employees, which is designed to be qualified under Section 401(k) of the Code. Eligible employees are permitted to contribute to the 401(k) Plan within statutory and 401(k) Plan limits. The Company makes matching contributions of 100% of the first 6% of employee contributions. The Company made matching contributions of $0.4 million and $0.3 million for the three months ended June 30, 2026 and 2025, respectively. Additionally, the Company made matching contributions of $0.7 million for each of the six months ended June 30, 2026 and 2025.

12. Commitments and Contingencies

Lease Commitments

The Company has historically entered into lease arrangements for its facilities. The Company has one operating lease for its office and laboratory facility with required future minimum payments as of June 30, 2026.

On May 16, 2022, the Company entered into an office and laboratory lease in Boston, Massachusetts with an initial 10-year term and one renewal option to extend the lease for an additional seven years which has not been deemed probable of being exercised by the Company as of June 30, 2026. The lease commenced on August 1, 2022, and estimated payments due under the initial term are approximately $35.2 million. The lease requires a letter of credit totaling $0.8 million which is classified as long-term restricted cash and deposits on the unaudited condensed consolidated balance sheets.

The following table contains a summary of the lease costs recognized under ASC 842 and other information pertaining to the Company's leases for the three and six months ended June 30, 2026 and 2025 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Lease Costs				
Operating lease costs	$ 867	$ 867	$ 1,733	$ 1,733
Variable lease costs	745	304	1,282	573
Total lease costs	$ 1,612	$ 1,171	$ 3,015	$ 2,306

Cash paid for amounts included in the measurement of lease liabilities—operating leases	$ 1,682	$ 1,633
Weighted-average remaining lease term—operating leases (years)	6.09	7.09
Weighted-average discount rate—operating leases	10.71%	10.71%

The following table reconciles the future minimum commitments to the Company's operating lease liabilities at June 30, 2026 (in thousands):

	Operating lease payments as of June 30, 2026
2026	$ 1,724
2027	3,507
2028	3,611
2029	3,715
2030	3,827
Thereafter	6,281
Total lease payments	22,665
Less: interest	(6,071)
Total lease liabilities at June 30, 2026	16,594
Less: current portion of lease liabilities	3,292
Lease liabilities, net of current portion	$ 13,302

License Agreements

The Company has entered into the following key agreements that relate to the core technology under development:

Rakuten License and Supply Agreement

In May 2024, the Company received notice from LI-COR, Inc., or LI-COR, that as of April 16, 2024, LI-COR assigned, and Rakuten Medical, Inc., or Rakuten, assumed, the 2014 Exclusive Agreement and the 2014 Non-Exclusive Agreement (each described below), each originally entered into by and between the Company and LI-COR. The 2014 Exclusive Agreement and 2014 Non-Exclusive Agreement were not otherwise modified by this assignment and assumption and remain in effect.

2014 Exclusive Agreement

In January 2014, the Company entered into an Exclusive License and Supply Agreement, or the 2014 Exclusive Agreement, with LI-COR for the license of IRDye 700DX and related licensed patent (now expired) for the treatment and diagnosis of ocular cancers in humans, as amended in January 2016, July 2017, April 2018 and April 2019. The 2014 Exclusive Agreement required a one-time upfront license issue fee of $0.1 million and aggregate milestone payments of up to $0.2 million upon certain regulatory and development milestones. The Company is also required to pay Rakuten low-single digit royalties on net sales. The term of the 2014 Exclusive Agreement expires on a country-by-country basis, until the longer of (i) ten years from the first commercial sale of a licensed product in such country and (ii) the last to expire valid claim in such country.

The Company recognized no expenses related to this agreement and related amendments for the six months ended June 30, 2026 and 2025, respectively.

2014 Non-Exclusive Agreement

In December 2014, the Company entered into a Non-Exclusive License Agreement, or the 2014 Non-Exclusive Agreement, with LI-COR for the supply of IRDye 700DX to the Company for the treatment and diagnosis of non-ocular solid tumor cancers in humans. Under the 2014 Non-Exclusive Agreement, the Company paid a license issue fee of $0.03 million on the effective date. The Company must also pay Rakuten a non-refundable, non-creditable fee of $0.03 million per each licensed product upon pre-IND designation, as defined of such licensed product, aggregate milestone payments of up to $0.3 million upon certain regulatory and development milestones; and during the term, the Company must pay Rakuten a low-single digit percentage royalty on net sales. Rakuten receives 10% of all sublicensee income within 30 days of the Company's receipt from the sublicensee. The 2014 Non-Exclusive Agreement also required the Company to make certain payments upon the achievement of specified development and commercial milestones of up to $0.4 million in aggregate. During the six months ended June 30, 2026 and 2025, the Company recognized no expenses related to milestones associated with this agreement.

Life Technologies Corporation License Agreements

In December 2014, the Company entered into a non-exclusive, perpetual license agreement with Life Technologies Corporation, or the Life Technologies, which allows for five licensed products. Under this agreement the Company is required to pay an initial license fee of $0.1 million for each product. An annual development fee of $0.1 million is due within a year from payment of the initial license fee and due annually or earlier of (i) payment of a commercialization fee or (ii) all development work is terminated. The commercialization fee is a one-time, non-refundable, non-creditable fee of $0.3 million due upon receipt of approval of a licensed product. In the event of a change of control, there will be a change of control fee of $0.2 million.

In January 2022, the Company entered into the First Amendment to the non-exclusive, perpetual license agreement with Life Technologies for use of the license in an additional indication. The cost of this amendment was a one-time fee of $0.05 million. During the six months ended June 30, 2026 and 2025, the Company recognized no milestones related to this agreement.

Effective in September 2022, the Company entered into a new non-exclusive, perpetual license agreement with Life Technologies for licensed products. Under this agreement, the Company is required to pay an initial license fee of $0.4 million for the first licensed product and $0.5 million for each additional licensed product. In addition, the agreement allows the Company the right to sublicense which would lead to a $0.2 million payment for each sublicense per licensed product and a $0.03 million payment for use of the cell line document package. In the event of a change of control, there will be a change of control fee of $0.5 million. During the six months ended June 30, 2026 and 2025, the Company recognized no expenses related to this agreement.

National Institute of Health (NIH)-Collaboration Research and Development Agreement

In July 2011, the Company entered into a Collaboration Research and Development Agreement, or CRADA, with Dr. John Schiller at the NIH, for a period of two years with the rights to an exclusive license to all technology generated within the collaboration. Under this agreement, the Company is required to make annual payments of $0.03 million to fund the research activities, the first payment of which was paid within 30 days of the effective date. Subsequent payments are due within 30 days of the anniversary of the effective date. This agreement was previously amended in 2012, 2013, 2014, 2015, 2016, 2018, 2020, and 2022. During the six months ended June 30, 2026 and 2025, the Company paid no research collaboration fees related to this agreement.

A ninth amendment was effective in September 2024, requiring payment of $0.06 million within 30 days of November 30, 2024, and payment of another $0.05 million within 30 days of September 30, 2025. This ninth amendment extended the term of the CRADA to September 30, 2026. During the six months ended June 30, 2026 and 2025, the Company did not recognize any expenses related to this agreement.

National Institute of Health (NIH)-Exclusive Patent License Agreement

In September 2013, the Company entered into an exclusive patent license agreement, or the NIH Exclusive License Agreement, with the NIH, that required the Company to pay a license issue royalty of $0.1 million and reimburse the NIH for any patent expenses incurred. Under the agreement, the Company is required to make low single-digit percentage royalty payments based on specified levels of annual net sales of licensed products subject to certain specified reductions. The Company is required to make development and regulatory milestone payments of up to $0.7 million in aggregate and sales milestone payments up to $0.6 million in the aggregate. The Company is also required to pay the NIH a mid-single to low teen-digit percentage of any sublicensing revenue the Company receives. Additionally, the Company's payment obligations to the NIH are subject to an annual minimum royalty payment of low five figures. The Company did not recognize any patent licensing fees for the six months ended June 30, 2026 and 2025.

In 2015, 2018 and 2019, the Company amended its exclusive patent license to include updates on the status of the commercial development and update/expand the list of licensed patents and patent applications. Each of those amendments required a $0.03 million payment that the Company paid.

Inserm-Transfert License Agreement

In November 2009, the Company entered into an exclusive, royalty-bearing patent license agreement with Inserm-Transfert of France. The agreement expires on a country-by-country basis based on the last to expire of any patent encompassed within the scope of the patent rights or 10 years from the date of the first commercial sales by the Company, whichever is later. The IND filing milestone of €0.01 million was accrued in 2016 and paid in 2017 by the Company. The milestones for the successful Phase I, II and III clinical trials are based on receiving a final report and achieving the primary endpoints defined in that trial; the Phase I and Phase II milestones have been achieved as of June 30, 2026. Upon the sublicense by the Company of a product for which royalties are payable under the agreement, low- to mid-single-digit royalty payments would be due by the Company. The non-milestone payments in this agreement are subject to an anti-stacking clause. The Company did not incur any expenses related to milestones in the six months ended June 30, 2026 and 2025.

Clearside License Agreement

In July 2019, the Company entered into an exclusive license agreement, as amended, or the Clearside License Agreement, with Clearside Biomedical, Inc., or Clearside Biomedical, for the license of Clearside Biomedical's Suprachoroidal Microneedle Technology for use in the treatment of indeterminate lesions and choroidal tumors. The Clearside License Agreement was subsequently assigned by Clearside Biomedical to Clearside Royalty LLC, or Clearside. Upon execution of the Clearside License Agreement, the Company paid Clearside Biomedical an upfront payment of $0.1 million which was expensed as incurred. Pursuant to an amendment to the Clearside License Agreement in March 2026, the Company paid Clearside an upfront payment of $1.0 million, and is required to make a one-time payment of $1.5 million upon the occurrence of a specified regulatory achievement. Under the Clearside License Agreement, the Company is also required to pay milestones up to $21.0 million in the aggregate upon the achievement of specified regulatory and development milestones, and upon the achievement of certain commercial sales milestones. The Company is also required to pay low to mid-single digit royalties on net sales. If the Company sublicenses a product for which royalties are payable, then the Company is required to pay the greater of 20% received or low single digit royalties on net sales.

The Clearside License Agreement expires on a country-by-country basis upon the later of the last to expire patent or ten years from the date of the first commercial sale of a product.

The Company recognized $1.0 million in expenses related to the Clearside License Agreement for the six months ended June 30, 2026. The Company did not incur any expenses related to the Clearside License Agreement for the six months ended June 30, 2025.

13. Net Loss Per Share

Basic net loss per share is calculated by dividing the net loss attributable to common stockholders by the weighted average number of shares of common stock outstanding during the period, without consideration for potentially dilutive securities. The Company has included the pre-funded warrants to purchase 3,571,435 and 3,800,000 shares of common stock issued at an exercise price of $0.00001 in connection with the 2025 and 2026 Follow-On Offerings, respectively, in its computation of basic net loss per share. Diluted net loss per share is the same as basic net loss per share for the periods presented since the effects of potentially dilutive securities are antidilutive given the net loss of the Company.

The Company has calculated basic and diluted net loss per share for the three and six months ended June 30, 2026 and 2025 as follows (in thousands, except share and per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Numerator:				
Net loss	$ (45,637)	$ (27,019)	$ (79,322)	$ (54,502)
Denominator:				
Weighted-average common stock outstanding—basic and diluted	94,863,400	58,015,718	81,231,222	54,092,728
Net loss per common share—basic and diluted	$ (0.48)	$ (0.47)	$ (0.98)	$ (1.01)

The following potentially dilutive securities were excluded from the computation of the diluted net loss per share for the periods presented because their effect would have been antidilutive:

	Six Months Ended June 30,	
	2026	2025
Stock options to purchase common stock	10,097,183	6,860,747
Restricted stock units that vest into common stock	4,251,432	2,824,239
Warrants to purchase common stock	11,173,185	3,826,750
Total potential dilutive shares	25,521,800	13,511,736

14. Income Taxes

For the six months ended June 30, 2026 and 2025, the Company recorded an income tax provision of $0.04 million and $0.07 million, respectively, resulting in an effective tax rate of 0.1% in each period. The income tax provision for the six months ended June 30, 2026 is attributable to state and foreign income taxes. The difference in the statutory rate and the effective tax rate is primarily the result of the valuation allowance recorded on all deferred tax assets.

Due to the Company's history of operating losses since inception, there is not enough positive evidence at this time to support a position that the Company will generate future income of a sufficient amount and nature to utilize the benefits of its net deferred tax assets. Accordingly, the deferred tax assets have been reduced by a full valuation allowance since the Company does not currently believe that realization of its deferred tax assets is more likely than not.

As of June 30, 2026, the Company had no unrecognized income tax benefits that would reduce the Company's effective tax rate if recognized.

15. Segment Reporting

Segment reporting is prepared on the same basis that the Company's Chief Executive Officer, who is its chief operating decision maker, or CODM, manages the business and makes operating decisions to allocate resources across departments and functions in line with the Company's strategic goals. The Company operates in one reportable segment which includes all activities related to the research and development of ocular and urologic oncology targeted therapies for a range of cancer indications with high unmet medical need. The CODM assesses performance and allocates resources based on comparing actual consolidated net loss to the budget. The measure of segment assets used in determining how to manage and allocate resources is reported within the Company's unaudited condensed consolidated balance sheets as cash and cash equivalents and marketable securities.

As a single reportable segment entity, the Company's segment performance measure is consolidated net loss. Significant segment expenses are presented below.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Clinical, Preclinical, and R&D Operations [1]	$ (18,314)	$ (16,811)	$ (37,680)	$ (33,197)
Chemistry, Manufacturing, and Controls [1]	(12,435)	(6,071)	(21,030)	(13,028)
General and Administrative [1]	(17,320)	(5,731)	(24,226)	(11,423)
Other Segment Items [2]	2,432	1,594	3,614	3,146
Net loss	$ (45,637)	$ (27,019)	$ (79,322)	$ (54,502)

(1) Includes depreciation expense directly allocated to respective activities.
(2) Other segment items primarily include interest and accretion income, realized gains and losses, and income taxes.

16. Subsequent Events

Subsequent events have been evaluated through the date of filing of the unaudited condensed consolidated financial statements. The Company has identified the following subsequent events:

Restructuring Plan

In August 2026, the Company, with the approval of the Board of Directors and executive management, developed an enterprise-wide restructuring plan intended to streamline its operating plan and organizational structure to align resources behind its ocular oncology portfolio. In connection with this restructuring plan, the Company estimates to incur restructuring charges of approximately $2.9 million to $3.2 million, comprised of employee termination benefits which include severance, continuation of health care benefits, and outplacement services as well as incremental stock-based compensation expense resulting from the acceleration of vesting of certain stock-based awards. The restructuring plan is expected to be substantially complete by the end of the third quarter of 2026.

Charter Amendment

On August 5, 2026, the Company held a Special Meeting of Stockholders, or the Special Meeting, to (i) approve an amendment to the Company's Tenth Amended and Restated Certificate of Incorporation to increase the number of authorized shares of common stock from 150,000,000 to 500,000,000, or the Charter Amendment, and (ii) to approve an amendment to the evergreen provision in the 2021 Plan to provide that any of the Company's outstanding pre-funded warrants will be added to the total number of shares of common stock that are issued and outstanding as of each December 31 for purposes of the evergreen formula used in calculating the annual increase in the shares available to grant under the 2021 Plan. Stockholders approved both proposals and the Company filed the Charter Amendment on August 5, 2026.

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

The following discussion and analysis should be read in conjunction with the unaudited condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report. This discussion and analysis and other parts of this Quarterly Report contain forward-looking statements based upon current beliefs, plans and expectations that involve risks, uncertainties and assumptions, such as statements regarding our plans, objectives, expectations, intentions and projections. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of several factors, including those set forth under Part II, Item 1A, "Risk Factors" and elsewhere in this Quarterly Report. You should carefully read the "Risk Factors" section of this Quarterly Report to gain an understanding of the important factors that could cause actual results to differ materially from our forward-looking statements. Please also see the section titled "Special Note Regarding Forward-Looking Statements."

Overview

We are a clinical-stage biotechnology company developing precision therapies to treat solid tumors designed to preserve organ function. Our lead candidate bel-sar is in late-stage clinical development for the treatment of patients with early choroidal melanoma (defined as small choroidal melanoma and/or indeterminate lesions) and is also in clinical development for other ocular oncology indications.

There is significant unmet need for novel treatments for patients with choroidal melanoma, given the limitations of the current standard of care, or SoC, and patient reluctance to undergo radiotherapy in the form of either plaque brachytherapy or proton beam therapy, both highly-invasive therapies that result in significant vision loss, and potential legal blindness in the treated eye. Enucleation, or surgical removal of the affected eye, is another treatment option for patients with choroidal melanoma, in which patients lose all vision without the possibility of vision restoration. We are evaluating the safety and efficacy of bel-sar as a potential vision-sparing therapy in our ongoing global Phase 3 CoMpass trial for the first-line treatment of adult patients with early choroidal melanoma. Moreover, we intend to assess the safety and efficacy of bel-sar in treating a range of other solid tumors, beginning with metastases to the choroid where bel-sar is in clinical development as well as cancers of the ocular surface. We believe bel-sar, if approved, has the potential to change the current treatment paradigm for patients with ocular cancers and other solid tumors.

Bel-sar has shown promising clinical benefit and has been generally well-tolerated in clinical trials to date. In a Phase 2 study (ClinicalTrials.gov ID: NCT04417530) evaluating suprachoroidal, or SC, administration of bel-sar for the first-line treatment of early choroidal melanoma, patients were closely monitored over a twelve-month follow-up period to assess tumor control, visual acuity preservation, and tumor growth rate. A total of 22 patients were enrolled in the study. Bel-sar achieved an 80% tumor control rate (n=8/10) among Phase 3-eligible patients who received the therapeutic regimen, with complete cessation of growth following treatment among responders (post-treatment average growth rate of 0.011 mm/yr among responders compared to 0.351 mm/yr prior to study entry; $p<0.0001$). Visual acuity preservation was achieved in 90% of these ten patients. Importantly, 80% of these ten patients were at high risk for vision loss with tumors close to the fovea or optic disc, highlighting the potential for vision preservation with this novel class of drugs. The safety profile of bel-sar was favorable in all participants regardless of dose. We believe the Phase 2 results are a significant achievement considering the typically poor prognosis associated with choroidal melanoma, a rare and life-threatening ocular cancer, where there are no approved vision-preserving therapies to date.

We believe bel-sar has the possibility to transform the field of ocular oncology beyond choroidal melanoma and we are expanding clinical development in two additional indications: metastases to the choroid and cancers of the ocular surface. We continue to enroll patients in an ongoing Phase 2 clinical trial in metastases to the choroid and are initiating a Phase 1 proof-of-concept trial in cancers of the ocular surface.

Virus-like drug conjugates, or VDCs, are a novel class of drugs with a dual mechanism of action that promote cancer cell death by both the delivery of the cytotoxic payload to generate acute necrosis and activation of a secondary immune mediated response. Bel-sar, our lead VDC candidate, consists of modified capsid proteins of the human papilloma virus, or HPV, conjugated to hundreds of light-activated molecules.

Light activation of bel-sar is designed to result in precise tumor cell killing with minimal damage to surrounding healthy tissues. In the absence of bel-sar activation or binding to the tumor cell membrane, there is no cytotoxic effect. Multiple light activations, following a single dose of bel-sar, increase antitumor activity because of the reoxygenation of the tumor and the photostability of bel-sar. Finally, acute necrosis triggers immunogenic cell death leading to the generation of an adaptive, long-term antitumor immune response. The tumor targeting specificity of VDCs is driven by the selective binding of the virus-like particles, or VLPs, to a subset of modified tumor associated glycosaminoglycans, or GAGs, that are part of the heparan sulphate chain of heparan sulfate proteoglycans, or HSPGs, expressed on the tumor cell membrane. This targeting mechanism enables the delivery of multiple types of cytotoxic payloads directly to a wide range of solid tumors.

NMIBC Program Update

In August 2026, we announced interim data from the ongoing Phase 1b/2 dose-escalation study of bel-sar in non-muscle invasive bladder cancer (NMIBC), which demonstrated an encouraging early clinical profile. Among intermediate-risk patients treated with bel-sar alone (n=8) or with TURBT (n=8), 81% of patients achieved an objective response at 3 months, including 69% with a complete response at that timepoint. Responses have shown strong early durability: among evaluable patients who have reached the 9- (n=4) or 12-months (n=3) timepoints, 100% of evaluable patients remain disease-free at time of assessment. Three-month data collection is ongoing in the high-risk cohorts.

Bel-sar demonstrated a favorable safety profile, with all treatment-related adverse events limited to Grade 1 events, no dose-limiting toxicities, and no treatment-related serious adverse events. We believe these data provide encouraging early clinical proof-of-concept for intratumoral delivery of bel-sar and support the potential utility of this route of administration for ocular cancers.

While these early data are encouraging, as part of our strategic refocus on ocular oncology, we are minimizing resource allocation toward the NMIBC program on a going forward basis. We remain committed to the care of patients and intends to complete data collection through the protocol-defined 12-month follow-up period to preserve optionality for value creation in the context of future potential strategic discussions.

Organizational and Leadership Updates

In August 2026, our Board of Directors approved a plan to streamline our operating plan and organizational structure to focus resources in ocular oncology, including a reduction in force of approximately 20% of our workforce.

In August 2026, we also announced the appointments of Susan Abu-Absi as Chief Operating Officer, Erica Kratz as Chief Regulatory and Quality Officer, and Julie Person as Chief People Officer.

Financing History

We were incorporated as a Delaware corporation in 2009 and our headquarters are located in Boston, Massachusetts. Since our inception, we have focused our efforts on identifying and developing potential product candidates, conducting preclinical studies and clinical trials, organizing and staffing our company, business planning, establishing and maintaining our intellectual property portfolio, raising capital, conducting discovery, research and development activities and providing general and administrative support for these operations. We do not have any product candidates approved for sale and have not generated any revenue to date. We have funded our operations primarily through the sale of convertible preferred stock, common stock, and warrants. From inception through June 30, 2026, we have raised an aggregate of approximately $797.9 million of gross proceeds primarily from private placements of our equity and convertible preferred stock as well as through the issuance of our common stock.

On May 5, 2026, we issued and sold (i) 46,099,650 shares of common stock, which includes 6,508,650 shares sold upon the underwriters' exercise in full of their option to purchase additional shares of common stock on May 4, 2026, at a price to the public of $6.00 per share, and (ii) in lieu of common stock to certain investors, pre-funded warrants to purchase an aggregate of up to 3,800,000 shares of common stock at a price to the public of $5.99999 per pre-funded warrant, or the 2026 Follow-On Offering. We received approximately $280.8 million in net proceeds from the 2026 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses, of which approximately $39.0 million were used to repurchase 6,922,870 shares from Matrix Capital Management Master Fund, LP, or Matrix, at a price per share of $5.64, on May 7, 2026, or the Matrix Repurchase.

On May 16, 2025, we issued and sold 11,735,565 shares of common stock, pre-funded warrants to purchase up to 3,571,435 shares of common stock, and accompanying warrants to purchase an aggregate of 3,826,750 shares of common stock, or the 2025 Follow-On Offering. The common stock and pre-funded warrants were sold in the 2025 Follow-On Offering in combination with an accompanying common stock warrant to purchase 0.25 of a share of common stock for each share of common stock or pre-funded warrant sold. Each such share of common stock was offered and sold together with an accompanying common stock warrant at a combined offering price of $4.90, and each such pre-funded warrant was offered and sold together with an accompanying common stock warrant at a combined offering price of $4.89999. We received approximately $69.9 million in net proceeds from the 2025 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses.

On November 9, 2023, we issued and sold 11,000,000 shares of common stock at a price to the public of $9.00 per share for aggregate gross proceeds of $99.0 million, or the 2023 Follow-On Offering. We received approximately $92.6 million in net proceeds from the 2023 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses.

On December 5, 2022, we issued and sold 7,705,000 shares of common stock, including the full exercise of the underwriters' option to purchase additional shares at a price to the public of $12.00 per share, for aggregate gross proceeds of $92.5 million, or the 2022 Follow-On Offering. We received approximately $86.7 million in net proceeds from the 2022 Follow-On Offering after deducting underwriting discounts, commissions and offering expenses.

On November 1, 2022, we filed a shelf registration statement on Form S-3, or the 2022 Shelf, with the Securities and Exchange Commission, or the SEC, in relation to the registration of up to an aggregate offering price of $250.0 million of common stock, preferred stock, debt securities, warrants and units or any combination thereof. We also simultaneously entered into an Open Market Sale Agreement℠, or the Sales Agreement, with Jefferies LLC, or the Sales Agent, to provide for the offering, issuance and sale by us of up to an aggregate of $75.0 million of our common stock from time to time in "at-the-market" offerings, or the ATM, under the 2022 Shelf and subject to the limitations thereof.

In connection with the 2023 Follow-On Offering, on November 6, 2023, we delivered written notice to Jefferies that we were suspending and terminating the prospectus related to the shares issuable in the ATM pursuant to the terms of the Sales Agreement. During the year ended December 31, 2023, we issued a total of 261,807 shares of common stock at a weighted average price of $12.49 for aggregate gross proceeds of $3.3 million under the ATM.

On March 27, 2024, we filed a new shelf registration statement on Form S-3, or the 2024 Shelf, with the SEC in relation to the registration of up to an aggregate offering price of $350.0 million of common stock, preferred stock, debt securities, warrants and units or any combination thereof, which superseded the 2022 Shelf. The 2024 Shelf included a prospectus supplement to provide for offerings in the ATM under the Sales Agreement.

In connection with the 2026 Follow-On Offering, we filed a related registration statement to the 2024 Shelf pursuant to Rule 462(b), which was filed with the SEC and effective on May 4, 2026. We did not issue any shares of common stock during the six months ended June 30, 2026 under the ATM, and issued 1,055,362 shares of common stock at a weighted average price of $6.36 for aggregate gross proceeds of $6.7 million during the year ended December 31, 2025 under the ATM. In connection with the 2026 Follow-On Offering, on May 4, 2026, we delivered written notice to Jefferies that we were suspending and terminating the prospectus related to the shares issuable in the ATM pursuant to the terms of the Sales Agreement.

We have incurred significant operating losses in every year since our inception in 2009 and have not generated any revenue. We expect to continue to incur significant expenses and operating losses for the foreseeable future. Our ability to generate product revenue sufficient to achieve profitability will depend on the successful development and commercialization of one or more of our product candidates. Our net losses were $79.3 million and $54.5 million for the six months ended June 30, 2026 and 2025, respectively. As of June 30, 2026, we had an accumulated deficit of $559.7 million. In addition, our losses from operations may fluctuate significantly from quarter-to-quarter and year-to-year, depending on the timing of our clinical trials and our expenditures on other research and development activities.

We anticipate that our expenses and capital requirements will increase substantially in connection with our ongoing activities, particularly as we advance the preclinical studies and clinical trials of our product candidates. In addition, we incur additional costs associated with operating as a public company. We expect that our expenses and capital requirements will increase substantially if and as we:

- conduct our current and future clinical trials of bel-sar;

- progress the preclinical and clinical development of new indications;
- establish our manufacturing capability, including establishing and developing our contract development and manufacturing relationships;
- seek to identify and develop additional product candidates;
- seek regulatory approval of our current and future product candidates;
- expand our operational, financial, and management systems and increase personnel, including personnel to support our preclinical and clinical development, manufacturing and commercialization efforts;
- maintain, expand and protect our intellectual property portfolio; and
- incur additional legal, accounting, or other expenses in operating our business, including the additional costs associated with operating as a public company.

As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of equity offerings, debt financings, collaborations or other strategic transactions. 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.

We will not generate revenue from product sales unless and until we successfully complete clinical development and obtain marketing approval for our product candidates. The lengthy process of securing marketing approvals for new drugs requires the expenditure of substantial resources. Any delay or failure to obtain regulatory approvals would materially adversely affect the development efforts of our product candidates and our business overall. Because of the numerous risks and uncertainties associated with product development, we are unable to 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 revenue from 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 June 30, 2026, we had cash and cash equivalents and marketable securities of $323.8 million. We believe that our existing cash and cash equivalents and marketable securities will enable us to fund our operations into the first half of 2029. 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. See *"Liquidity and Capital Resources*" below.

Components of Our Results of Operations

Revenue

Since inception, we have not generated any revenue and do not expect to generate any revenue from the sale of products in the foreseeable future. If our development efforts for one or more of our product candidates 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 collaboration or license agreements. We cannot predict if, and when, or to what extent, we will generate revenue from the commercialization and sale of our product candidates or from collaboration or licensing agreements, if at all. We may never succeed in obtaining regulatory approval and may never enter into collaboration or licensing agreements for any of our product candidates.

Operating Expenses

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 bel-sar program, and include:

- employee-related expenses, including salaries, benefits and stock-based compensation expense for employees engaged in research and development functions;
- fees paid to consultants for services directly related to our product development and regulatory efforts;
- expenses associated with conducting preclinical studies and clinical trials performed by ourselves, outside vendors or academic collaborators;
- expenses incurred under agreements with contract research organizations, or CROs, as well as consultants that conduct and provide supplies for our preclinical studies and clinical trials;

- the cost of manufacturing bel-sar, including the cost of CDMOs that manufacture product for use in our preclinical studies and clinical trials and perform analytical testing, scale-up and other services in connection with our development activities;
- costs associated with preclinical activities and clinical development activities;
- costs associated with our intellectual property portfolio;
- costs related to compliance with regulatory requirements; and
- allocated expenses for utilities and other facility-related costs.

We expense research and development costs as incurred. Costs for external development activities are recognized based on an evaluation of the progress to completion of specific tasks using information provided to us by our vendors. 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 financial statements as prepaid or accrued research and development expenses. We allocate our direct external research and development costs across the entire bel-sar program. Preclinical expenses consist of external research and development costs associated with activities to support our current and future clinical programs but are not allocated by specific indications due to the overlap of the potential benefit of those efforts across the entire bel-sar program.

Research and development activities are central to our business. We expect that our research and development expenses will increase for the foreseeable future as we continue clinical development for bel-sar and continue to discover and develop additional product candidates. If any of our product candidates enter into later stages of clinical development, they will 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.

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 and finance functions. General and administrative expenses also include professional fees for legal, accounting, auditing, tax and consulting services; travel expenses; and facility-related expenses, which include allocated expenses for rent and maintenance of facilities and other operating costs not included in research and development.

We expect that our general and administrative expenses will increase in the near term as we continue to build a team to support our administrative, accounting and finance, communications, commercial strategy, legal and business development efforts. We expect to incur increased expenses associated with our growth, including costs of accounting, audit, legal, regulatory and tax compliance services; director and officer insurance costs; and investor and public relations costs.

Other Income (Expense)

Our other income (expense) consists of accretion, interest income and realized gains and losses on marketable securities, interest income on our invested cash balances, and gains and losses on disposals of equipment.

Income Tax Provision, Net

For the year ended December 31, 2025, we recorded a $0.1 million income tax provision related to current state income taxes. Since our inception, we have not recorded any U.S. federal or state tax benefits for our net operating loss carryforwards or research and development tax credits due to the realizability of future taxable income to utilize these tax attributes. As of December 31, 2025, we had accumulated federal and state net operating loss carryforwards of approximately $318.9 million and $274.4 million, respectively, which may be available to offset future taxable income before applicable expiration periods. As of December 31, 2025, we had federal and state research and development credit carryforwards of $8.5 million and $3.8 million, respectively, which may be available to offset future income tax liabilities before applicable expiration periods. Additionally, we had $20.4 million of federal orphan drug credits that begin to expire in 2039. We have recorded a full valuation allowance against the tax benefits, as the determination of the realization of the deferred tax assets was not determined to be more likely than not.

Results of Operations

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

The following table summarizes our results of operations for the three months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		
	2026	2025	Change
	(in thousands)		
Operating expenses:			
Research and development	$ 30,749	$ 22,882	$ 7,867
General and administrative	17,320	5,731	11,589
Total operating expenses	48,069	28,613	19,456
Loss from operations	(48,069)	(28,613)	(19,456)
Other income (expense):			
Interest income, including amortization and accretion income	2,307	1,678	629
Other income (expense)	154	(36)	190
Total other income	2,461	1,642	819
Loss before income taxes	(45,608)	(26,971)	(18,637)
Income tax provision, net	(29)	(48)	19
Net loss	$ (45,637)	$ (27,019)	$ (18,618)

Research and Development Expenses

The following table summarizes our research and development expenses for the three months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		
	2026	2025	Change
	(in thousands)		
Preclinical	$ 226	$ 441	$ (215)
Clinical trials	10,220	8,700	1,520
Manufacturing development	9,536	3,681	5,855
Personnel/overhead expenses	10,767	10,060	707
Total research and development expenses	$ 30,749	$ 22,882	$ 7,867

Research and development expenses increased to $30.7 million for the three months ended June 30, 2026 from $22.9 million for the three months ended June 30, 2025, primarily due to ongoing clinical and CRO costs associated with the progression of our global Phase 3 trial of bel-sar in early choroidal melanoma and manufacturing and development costs for bel-sar.

General and Administrative Expenses

General and administrative expenses increased to $17.3 million for the three months ended June 30, 2026 from $5.7 million for the three months ended June 30, 2025, primarily driven by increased stock-based compensation expense resulting from equity award modifications in connection with executive leadership transitions, as well as higher professional fees.

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

The following table summarizes our results of operations for the six months ended June 30, 2026 and 2025:

	Six Months Ended June 30,		
	2026	2025	Change
	(in thousands)		
Operating expenses:			
Research and development	$ 58,709	$ 46,225	$ 12,484
General and administrative	$ 24,226	$ 11,423	12,803
Total operating expenses	82,935	57,648	25,287
Loss from operations	(82,935)	(57,648)	(25,287)
Other income (expense):			
Interest income, including amortization and accretion income	3,497	3,271	226
Other income (expense)	155	(59)	214
Total other income	3,652	3,212	440
Loss before income taxes	(79,283)	(54,436)	(24,847)
Income tax provision, net	(39)	(66)	27
Net loss	$ (79,322)	$ (54,502)	$ (24,820)

Research and Development Expenses

The following table summarizes our research and development expenses for the six months ended June 30, 2026 and 2025:

	Six Months Ended June 30,		
	2026	2025	Change
	(in thousands)		
Preclinical	$ 460	$ 684	$ (224)
Clinical trials	21,228	16,703	4,525
Manufacturing development	15,215	8,115	7,100
Personnel/overhead expenses	21,806	20,723	1,083
Total research and development expenses	$ 58,709	$ 46,225	$ 12,484

Research and development expenses increased to $58.7 million for the six months ended June 30, 2026 from $46.2 million for the six months ended June 30, 2025, primarily due to ongoing clinical and CRO costs associated with the progression of our global Phase 3 trial of bel-sar in early choroidal melanoma and manufacturing and development costs for bel-sar.

General and Administrative Expenses

General and administrative expenses increased to $24.2 million for the six months ended June 30, 2026 from $11.4 million for the six months ended June 30, 2025, primarily driven by increased stock-based compensation expense resulting from equity award modifications in connection with executive leadership transitions, as well as higher professional fees.

Liquidity and Capital Resources

To date we have funded our operations primarily through the sale of convertible preferred stock, warrants and common stock. Through June 30, 2026, we have raised an aggregate of approximately $797.9 million of gross proceeds primarily from private placements of our equity and convertible preferred stock and warrants, as well as through the issuance of our common stock.

On May 5, 2026, we issued and sold (i) 46,099,650 shares of common stock, which includes 6,508,650 shares sold upon the underwriters' exercise in full of their option to purchase additional shares of common stock on May 4, 2026, and (ii) in lieu of common stock to certain investors, pre-funded warrants to purchase an aggregate of up to 3,800,000 shares of our common stock. Each such share of common stock was sold at a price to the public of $6.00 per share and each such pre-funded warrant was offered and sold at a price to the public of $5.99999 per pre-funded warrant for aggregate gross proceeds of $299.4 million in the 2026 Follow-On Offering. We received approximately $280.8 million in net proceeds from the 2026 Follow-On Offering, after deducting underwriting discounts and commissions and offering expenses, of which approximately $39.0 million were used to effectuate the Matrix Repurchase.

On May 16, 2025, we issued and sold 11,735,565 shares of common stock, pre-funded warrants to purchase up to 3,571,435 shares of common stock, and accompanying warrants to purchase an aggregate of 3,826,750 shares of common stock. The common stock and pre-funded warrants were sold in the 2025 Follow-On Offering in combination with an accompanying common stock warrant to purchase 0.25 of a share of common stock for each share of common stock or pre-funded warrant sold. Each such share of common stock was offered and sold together with an accompanying common stock warrant at a combined offering price of $4.90, and each such pre-funded warrant was offered and sold together with an accompanying common stock warrant at a combined offering price of $4.89999. We received approximately $69.9 million in net proceeds from the 2025 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses.

On November 9, 2023, we issued and sold 11,000,000 shares of common stock at a price to the public of $9.00 per share for aggregate gross proceeds of $99.0 million in the 2023 Follow-On Offering. We received approximately $92.6 million in net proceeds from the 2023 Follow-On Offering after deducting underwriting discounts and commissions and offering expenses.

On December 5, 2022, we issued and sold 7,705,000 shares of common stock, including the full exercise of the underwriters' option to purchase additional shares at a price to the public of $12.00 per share for aggregate gross proceeds of $92.5 million in the 2022 Follow-On Offering. We received approximately $86.7 million in net proceeds from the 2022 Follow-On Offering after deducting underwriting discounts, commissions and offering expenses.

On November 1, 2022, we filed the 2022 Shelf with the SEC in relation to the registration of up to an aggregate offering price of $250.0 million of common stock, preferred stock, debt securities, warrants and units or any combination thereof. We also simultaneously entered into the Sales Agreement with the Sales Agent to provide for the offering, issuance and sale by us of up to an aggregate of $75.0 million of our common stock from time to time in the ATM under the 2022 Shelf and subject to the limitations thereof.

In connection with the 2023 Follow-On Offering, on November 6, 2023, we delivered written notice to Jefferies that we were suspending and terminating the prospectus related to the shares issuable in the ATM pursuant to the terms of the Sales Agreement. During the year ended December 31, 2023, we issued a total of 261,807 shares of common stock at a weighted average price of $12.49 for aggregate gross proceeds of $3.3 million under the ATM.

On March 27, 2024, we filed the 2024 Shelf with the SEC in relation to the registration of up to an aggregate offering price of $350.0 million of common stock, preferred stock, debt securities, warrants and units or any combination thereof, which superseded the 2022 Shelf. The 2024 Shelf included a prospectus supplement to provide for offerings in the ATM under the Sales Agreement. We did not issue any shares of common stock during the six months ended June 30, 2026 under the ATM, and issued 1,055,362 shares of common stock at a weighted average price of $6.36 for aggregate gross proceeds of $6.7 million during the year ended December 31, 2025 under the ATM.

In connection with the 2026 Follow-On Offering, on May 4, 2026, we delivered written notice to Jefferies that we were suspending and terminating the prospectus related to the shares issuable in the ATM pursuant to the terms of the Sales Agreement. As a result, we will not make any sales of our securities pursuant to the Sales Agreement, unless and until a new prospectus, prospectus supplement, or a new registration statement relating to the shares eligible to be sold in the ATM is filed. Other than the termination of the prospectus, the Sales Agreement remains in full force and effect.

Cash Flows

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

	Six Months Ended June 30,	
	2026	2025
	(in thousands)	
Net cash used in operating activities	$ (62,394)	$ (44,129)
Net cash provided by (used in) investing activities	(171,137)	49,790
Net cash provided by financing activities	242,052	70,025
Net increase in cash, cash equivalents, and restricted cash	$ 8,521	$ 75,686

Operating Activities

During the six months ended June 30, 2026, net cash used in operating activities was $62.4 million primarily due to our net loss of $79.3 million, partially offset by stock-based compensation expense.

During the six months ended June 30, 2025, net cash used in operating activities was $44.1 million, primarily due to our net loss of $54.5 million and a decrease in accounts payable related to timing of vendor invoicing and payments, partially offset by stock-based compensation expense.

Investing Activities

Net cash used in investing activities during the six months ended June 30, 2026 was $171.1 million primarily due to purchases of marketable securities partially offset by maturities of marketable securities.

Net cash provided by investing activities during the six months ended June 30, 2025 was $49.8 million primarily due to maturities of marketable securities partially offset by purchases of marketable securities and property and equipment.

Financing Activities

During the six months ended June 30, 2026, net cash provided by financing activities was $242.1 million primarily from proceeds related to the issuance of common stock and pre-funded warrants in the 2026 Follow-On Offering, partially offset by the repurchase of common stock in the Matrix Repurchase.

During the six months ended June 30, 2025, net cash provided by financing activities was $70.0 million from proceeds related to the issuance of common stock, pre-funded warrants, and common stock warrants in the 2025 Follow-On Offering as well as issuance of common stock under the ESPP.

Funding Requirements

Our plan of operation is to continue implementing our business strategy, continue research, development and manufacture of bel-sar and any other product candidates we may acquire or develop 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 current and future product candidates, manufacture our current and future product candidates, and prepare to commercialize our products (if approved). In addition, we expect to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or terminate our research and development programs or future commercialization efforts. Our future capital requirements will depend on many factors, including:

- the scope, timing, progress, costs, and results of discovery, preclinical development, and clinical trials for our current and future product candidates;
- the number of clinical trials required for regulatory approval of our current and future product candidates;
- the costs, timing, and outcome of regulatory review of any of our current and future product candidates;
- the cost of manufacturing clinical and commercial supplies of our current and future product candidates;
- the costs and timing of future commercialization activities, including manufacturing, marketing, sales, and distribution, for any of our product candidates for which we receive marketing approval;

- the costs and timing of preparing, filing, and prosecuting patent applications, maintaining and enforcing our intellectual property rights, and defending any intellectual property-related claims, including any claims by third parties that we are infringing upon their intellectual property rights;
- our ability to maintain existing, and establish new, strategic collaborations, licensing, or other arrangements and the financial terms of any such agreements, including the timing and amount of any future milestone, royalty, or other payments due under any such agreement;
- the revenue, if any, received from commercial sales of our product candidates for which we receive marketing approval;
- expenses to attract, hire and retain, skilled personnel;
- the costs of operating as a public company;
- if our product candidates are approved, our ability to establish a commercially viable pricing structure and obtain approval for coverage and adequate reimbursement from third-party and government payors;
- the effect of competing technological and market developments;
- the extent to which we acquire or invest in businesses, products, and technologies; and
- unfavorable global economic conditions, which may exacerbate the magnitude of the factors discussed above.

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. As of June 30, 2026, we had cash and cash equivalents and marketable securities of $323.8 million. Based on our current operating plan, we believe that our existing cash and cash equivalents and marketable securities are sufficient to fund our operations into the first half of 2029. 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.

Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations from the sale of additional equity or debt financings, or other capital which comes in the form of strategic collaborations, licensing, or other arrangements, or a combination of some or all thereof. We may not be able to raise additional funds on terms acceptable to us, or at all. If we raise additional funds through the issuance of equity or convertible preferred stock, it may result in dilution to our existing stockholders. Debt financing or preferred equity financing, if available, may result in increased fixed payment obligations, and the existence of securities with rights that may be senior to those of our common stock. If we incur indebtedness, we could become subject to covenants that would restrict our operations.

If we raise funds through strategic collaboration, licensing or other arrangements, we may relinquish significant rights or grant licenses on terms that are not favorable to us.

Our ability to raise additional funds may be adversely impacted by potential worsening global economic conditions and disruptions to, and volatility in, the credit and financial markets in the United States and worldwide. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or product candidates that we would otherwise prefer to develop and market ourselves.

Material Cash Requirements

The following table summarizes our contractual obligations and commitments as of June 30, 2026.

		Payments Due by Period			
	Total	Less than 1 Year	1 to 3 Years	3 to 5 Years	More than 5 Years
			(in thousands)		
Operating lease commitments (1)	$ 22,665	$ 3,456	7,221	7,654	4,334
Total	$ 22,665	$ 3,456	$ 7,221	$ 7,654	$ 4,334

(1) Amounts in the table above reflect payments due for our lease of office and lab space in Boston, MA, that expires in August 2032.

On May 16, 2022, we entered into an office and laboratory lease in Boston, MA with an initial 10-year term and one renewal option to extend the lease for an additional seven years. The lease commenced on August 1, 2022.

Except as disclosed in the table above, we have no long-term debt or finance leases and no material non-cancelable purchase commitments with service providers, as we have generally contracted on a cancelable, purchase-order basis. We enter into contracts in the normal course of business with equipment and reagent vendors, CROs, CDMOs and other third parties for clinical trials, preclinical research studies and testing and manufacturing services. These contracts are cancelable by us upon prior notice. Payments due upon cancellation consist only of payments for services provided or expenses incurred, including noncancelable obligations of our service providers, up to the date of cancellation. We have also acquired exclusive and non-exclusive rights to use, research, develop and offer for sale certain products and patents under license agreements. The license agreements obligate us to make payments to the licensors for license fees, milestones, license maintenance fees and royalties. These payments are not included in the preceding table as the amount and timing of such payments are not known.

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 unaudited condensed consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of our unaudited condensed 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 unaudited condensed 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. During the six months ended June 30, 2026, there were no material changes to our critical accounting policies from those described in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2025, as filed with the SEC.

Recent Accounting Pronouncements

We assessed the recent accounting pronouncements for the six months ended June 30, 2026 and determined no pronouncements have material impact to the unaudited condensed consolidated financial statements.

Emerging Growth Company and Smaller Reporting Company Status

The Jumpstart Our Business Startups Act of 2012, or the JOBS Act, permits that an "emerging growth company" may take advantage of the 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 elected to use the extended transition period under the JOBS Act. Accordingly, our consolidated financial statements may not be comparable to the financial statements of public companies that comply with such new or revised accounting standards. The JOBS Act also exempts us from having to provide an auditor attestation of internal control over financial reporting under Sarbanes-Oxley Act Section 404(b).

We will remain an "emerging growth company" until the earliest of: the last day of the fiscal year in which we have more than $1.235 billion in annual revenue; the date we qualify as a "large accelerated filer," with at least $700.0 million of equity securities held by non-affiliates; the issuance, in any three-year period, by us of more than $1.0 billion in non-convertible debt securities; or the last day of the fiscal year ending after the fifth anniversary of our initial public offering, or IPO.

We are also a "smaller reporting company," meaning that the market value of our stock held by non-affiliates is less than $700 million and our annual revenue was less than $100 million during the most recently completed fiscal year. We may continue to be a smaller reporting company if either (i) the market value of our stock held by non-affiliates is less than $250 million or (ii) our annual revenue is less than $100 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700 million.

If we are a smaller reporting company at the time we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we will not be required to obtain a separate attestation of internal control over financial reporting from an outside auditor.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information under this item.

Item 4. Controls and Procedures.

Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is (1) recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and (2) accumulated and communicated to our management, including our principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives and our management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Our management, with the participation of our Chief Executive Officer and Chief Financial and Business Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of the end of the period covered by this Quarterly Report. Based on such evaluation, our Chief Executive Officer and Chief Financial and Business Officer have concluded that as of June 30, 2026, our disclosure controls and procedures were effective to provide reasonable assurance that the information required to be disclosed by us in this Quarterly Report was (a) reported within the time periods specified by the SEC rules and regulations, and (b) communicated to our management, including our Chief Executive Officer and Chief Financial and Business Officer, to allow timely decisions regarding any required disclosure.

Changes in Internal Control over Financial Reporting

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

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become subject to various legal proceedings and claims that arise in the ordinary course of our business activities. Although the results of litigation and claims cannot be predicted with certainty, as of June 30, 2026, we do not believe we are party to any claim or litigation, the outcome of which, if determined adversely to us, would individually or in the aggregate be reasonably expected to have a material adverse effect on our business. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors.

Investing in our common stock involves a high degree of risk. You should carefully read and consider all of the risks described below, as well as the other information in this Quarterly Report, including our unaudited condensed consolidated financial statements and related notes thereto and the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations". The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations and growth prospects. Unless otherwise indicated, references to our business being harmed in these risk factors will include harm to our business, reputation, financial condition, results of operations and future prospects. In such an event, the market price of our common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations and the market price of our common stock.

Risks Related to Our Financial Position, and Additional Capital Needs

We have incurred significant net losses since our inception and anticipate that we will continue to incur losses for the foreseeable future.

Investment in biotechnology product development is highly speculative because it entails substantial upfront capital expenditures and significant risk that a product candidate will fail to gain regulatory approval or fail to become commercially viable. Our net losses were $79.3 million and $54.5 million for the six months ended June 30, 2026 and 2025, respectively. As of June 30, 2026, we had an accumulated deficit of $559.7 million. Substantially all of our net losses have resulted from costs incurred in connection with our research and development programs and from general and administrative costs associated with our operations. We expect our research and development expenses to increase significantly as we continue clinical development for bel-sar and continue to discover and develop additional product candidates. In addition, if we obtain regulatory approval for our product candidates, we will incur significant sales, marketing and manufacturing expenses. We incur costs, and will incur additional costs, associated with operating as a public company. As a result, we expect to continue to incur significant and increasing operating losses for the foreseeable future. Because of the numerous risks and uncertainties associated with developing pharmaceutical products, we are unable to predict the extent of any future losses or when we will become profitable, if at all. To date, we have not generated any revenue from any product sales. Our ability to become profitable depends upon our ability to generate revenue. We have no products approved for commercial sale and, therefore, have never generated any revenue from product sales, and we do not expect to in the foreseeable future. Further, we 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:

- initiating and completing research regarding, and preclinical and clinical development of, bel-sar in early choroidal melanoma and additional oncology indications, including metastases to the choroid as well as any other research programs from our VDC technology platform and any future product candidates;
- obtaining marketing approval for bel-sar and any future product candidates for which we complete clinical trials;
- transferring our manufacturing process to, and developing and maintaining it with, a CDMO for bel-sar and any future product candidates, including establishing and maintaining commercially viable supply and manufacturing relationships with third parties;
- launching and commercializing bel-sar and any future product candidates for which we obtain marketing approvals, either directly or with a collaborator or distributor;
- obtaining market acceptance of bel-sar and any future product candidates as viable treatment options;
- addressing any competing technological and market developments;
- identifying, assessing, acquiring and developing new product candidates from our VDC technology platform;
- 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 bel-sar 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 bel-sar or any future 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 bel-sar and any future 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.

Even if we achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would depress the value of our company and could impair our ability to raise capital, expand our business, maintain our development efforts, obtain product approvals, diversify our offerings or continue our operations. A decline in the value of our company could also cause you to lose all or part of your investment.

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

Since our inception, we have used substantial amounts of cash to fund our operations, and our expenses will increase substantially in the foreseeable future in connection with our ongoing activities, particularly as we continue the research and development of, initiate and complete clinical trials of, and seek marketing approval for bel-sar. Identifying and developing pharmaceutical products, including conducting preclinical studies and clinical trials, is a very time-consuming, expensive and uncertain process that takes years to complete. Even if one or more of bel-sar or any future product candidates that we develop is approved for commercial sale, we anticipate incurring significant costs associated with sales, marketing, manufacturing and distribution activities. Our expenses could increase beyond expectations if we are required by the FDA, the EMA or other regulatory agencies to perform clinical trials or nonclinical studies in addition to those that we are currently conducting or anticipate. Other unanticipated costs may also arise. Because the design and outcome of our current and planned clinical trials are highly uncertain, we cannot reasonably estimate the actual amount of resources and funding that will be necessary to successfully complete the development and commercialization of bel-sar or any future product candidates that we develop. We also expect to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in order to continue our operations.

Based on our current operating plan, we believe that our existing cash and cash equivalents and marketable securities are sufficient to fund our operations into the first half of 2029. Advancing the development of bel-sar and other research programs will require a significant amount of capital. Our existing cash and cash equivalents and marketable securities may not be sufficient to fund bel-sar through regulatory approvals, and we anticipate needing to raise additional capital to complete the development and commercialization of bel-sar. Our estimate as to how long we expect our existing cash and cash equivalents and marketable securities to fund our operations is based on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we currently expect. Changing circumstances, some of which may be beyond our control, could cause us to consume capital significantly faster than we currently anticipate, and we may need to seek additional funds sooner than planned.

We will be required to obtain further funding through public or private equity financings, debt financings, collaborative agreements, licensing arrangements or other sources of financing, which may dilute our stockholders or restrict our operating activities. We do not have any committed external source of funds. Adequate additional financing may not be available to us on acceptable terms, or at all. Any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our ability to develop and commercialize product candidates. Disruptions in financial markets due to unfavorable global economic conditions and inflationary pressures may make equity and debt financings more difficult to obtain and may have a material adverse effect on our ability to meet our fundraising needs. To the extent that we raise additional capital through the sale of equity or convertible preferred stock, or through the exercise of the warrants that were issued in May 2025, each investor's ownership interests will be diluted, and the terms may include liquidation or other preferences that adversely affect each investor's rights as a stockholder. Debt financing may result in imposition of debt covenants, increased fixed payment obligations or other restrictions that may affect our business. If we raise additional funds through upfront payments or milestone payments pursuant to strategic collaborations with third parties, we may have to relinquish valuable rights to our product candidates or grant licenses on terms that are not favorable to us. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. Attempting to secure additional financing may divert our management from our day-to-day activities, which may adversely affect our ability to commercialize bel-sar if and when approved and develop our product candidates.

Our failure to raise capital as and when needed or on acceptable terms would have a negative impact on our financial condition and our ability to pursue our business strategy, and we may have to delay, reduce the scope of, suspend or eliminate one or more of our clinical trials, research and development programs, future commercialization efforts or other operations.

Recent volatility in capital markets may affect our ability to access new capital through sales of shares of our common stock or issuance of indebtedness.

Our operations consume substantial amounts of cash, and we intend to continue to make significant investments to support our business growth, respond to business challenges or opportunities, develop new solutions, retain or expand our current levels of personnel, improve our existing solutions, enhance our operating infrastructure, and potentially acquire complementary businesses and technologies. Our future capital requirements may be significantly different from our current estimates and will depend on many factors, including the need to:

- finance unanticipated working capital requirements;
- develop or enhance our technological infrastructure and our existing solutions;
- pursue acquisitions or other strategic relationships; and
- respond to competitive pressures.

Accordingly, we may need to pursue equity or debt financings to meet our capital needs. With uncertainty in the capital markets and other factors, such financing may not be available on terms favorable to us or at all. If we raise additional funds through further issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences, and privileges superior to those of holders of our common stock. Any debt financing secured by us in the future could involve additional restrictive covenants relating to our capital-raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. If we are unable to obtain adequate financing or financing on terms satisfactory to us, we could face significant limitations on our ability to invest in our operations and otherwise suffer harm to our businesses.

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

We do not have any committed external source of funds or other support for our development efforts and we cannot be certain that additional funding will be available on acceptable terms, or at all. Until we can generate sufficient product or royalty 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. If we raise additional funds through public or private equity offerings, the terms of these securities may include liquidation or other preferences that adversely affect our stockholders' rights. Further, to the extent that we raise additional capital through the sale of common stock or securities convertible or exchangeable into common stock, or through the exercise of warrants we have issued, existing stockholder ownership interest will be diluted. In addition, any debt financing may subject us to fixed payment obligations and covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. Such restrictions could adversely impact our ability to conduct our operations and execute our business plan.

If we raise additional capital through marketing and distribution arrangements or other collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish certain valuable rights to our product candidates, technologies, future revenue streams or research programs or grant licenses on terms that may not be favorable to us. We also could be required to seek commercial or development partners for our lead products or any future product candidate at an earlier stage than otherwise would be desirable or relinquish our rights to product candidates or technologies that we otherwise would seek to develop or commercialize ourselves.

Our ability to generate revenue and achieve profitability depends significantly on our ability to achieve our objectives relating to the discovery, development, regulatory approval and commercialization of our product candidates.

We rely on our team's expertise in drug discovery, translational research and patient-driven precision medicine to develop our product candidates. Our business depends significantly on the success of this engine and the development and commercialization of the product candidates that we discover with this engine. We have no products approved for commercial sale and do not anticipate generating any revenue from product sales in the near term, if ever. Our ability to generate revenue and achieve profitability depends significantly on our ability to achieve several objectives, including:

- successful and timely completion of preclinical and clinical development of bel-sar in small choroidal melanoma and indeterminate lesions and additional oncology indications, including but not limited to metastases to the choroid, other research programs from our VDC technology platform, and any other future programs;
- establishing and maintaining relationships with CROs and clinical sites for the clinical development of bel-sar, other research programs from our VDC technology platform, and any other future programs;
- timely receipt of marketing approvals from applicable regulatory authorities for any product candidates for which we successfully complete clinical development;
- transferring our manufacturing process to, and developing or maintaining it with, a CDMO including obtaining finished products that are appropriately packaged for sale;
- establishing and maintaining commercially viable supply and manufacturing relationships with third parties that can provide adequate, in both amount and quality, products and services to support clinical development and meet the market demand for our product candidates, if approved;
- successful commercial launch following any marketing approval, including the development of a commercial infrastructure, whether in-house or with one or more collaborators;
- a continued acceptable safety profile following any marketing approval of our product candidates;
- commercial acceptance of our product candidates by patients, the medical community and third-party payors;
- satisfying any required post-marketing approval commitments to applicable regulatory authorities;
- identifying, assessing and developing new product candidates from our VDC technology platform;
- obtaining, maintaining and expanding patent protection, trade secret protection and regulatory exclusivity, both in the United States and internationally;
- defending against third-party interference or infringement claims, if any;
- entering into, on favorable terms, any collaboration, licensing or other arrangements that may be necessary or desirable to develop, manufacture or commercialize our product candidates;
- obtaining coverage and adequate reimbursement by third-party payors for our product candidates;
- addressing any competing therapies and technological and market developments; and
- attracting, hiring and retaining qualified personnel.

We may never be successful in achieving our objectives and, even if we do, may never generate revenue that is significant or large enough to achieve profitability. If we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to maintain or further our research and development efforts, raise additional necessary capital, grow our business and continue our operations.

Risks Related to the Discovery and Development of our Product Candidates

We are heavily dependent on the success of bel-sar, our only product candidate to date.

We currently have no products that are approved for commercial sale and may never be able to develop marketable products. We expect that a substantial portion of our efforts and expenditures over the next several years will be devoted to development of bel-sar in multiple oncology indications, which is currently our only product candidate. Accordingly, our business currently depends heavily on the successful development, regulatory approval, and commercialization of bel-sar. We can provide no assurance that bel-sar will receive regulatory approval or be successfully commercialized even if we receive regulatory approval. If we were required to discontinue development of bel-sar or if bel-sar does not receive regulatory approval or fails to achieve significant market acceptance, we would be delayed by many years in our ability to achieve profitability, if ever.

The research, testing, manufacturing, safety, efficacy, recordkeeping, labeling, approval, licensure, sale, marketing, advertising, promotion and distribution of bel-sar is, and will remain, subject to comprehensive regulation by the FDA and foreign regulatory authorities. Failure to obtain regulatory approval for bel-sar in the United States, Europe and other major markets around the world will prevent us from commercializing and marketing bel-sar in such jurisdictions.

Even if we were to successfully obtain approval from the FDA and foreign regulatory authorities for bel-sar, any approval might contain significant limitations related to use, including limitations on the stage or type of cancer bel-sar is approved to treat, as well as restrictions for specified age groups, warnings, precautions or contraindications, or requirement for a risk evaluation and mitigation strategy, or REMS. Any such limitations or restrictions could similarly impact any supplemental marketing approvals we may obtain for bel-sar. Furthermore, even if we obtain regulatory approval for bel-sar, we will still need to develop a commercial infrastructure or develop relationships with collaborators to commercialize, establish a commercially viable pricing structure and obtain coverage and adequate reimbursement from third-party payors, including government healthcare programs. If we, or any future collaborators, are unable to successfully commercialize bel-sar, we may not be able to generate sufficient revenue to continue our business.

If we are not able to obtain, or if there are delays in obtaining, required regulatory approvals for bel-sar, we will not be able to commercialize, or will be delayed in commercializing, our product candidates, and our ability to generate revenue will be materially impaired.

Our product candidates and the activities associated with their development and commercialization, including their design, testing, manufacture, safety, efficacy, recordkeeping, labeling, storage, approval, advertising, promotion, sale, distribution, import and export are subject to comprehensive regulation by the FDA and other regulatory agencies in the United States and by comparable authorities in other countries. Before we can commercialize any of our product candidates, we must obtain marketing approval. We have not received approval to market any of our product candidates from regulatory authorities in any jurisdiction and it is possible that none of our product candidates or any product candidates we may seek to develop in the future will ever obtain regulatory approval. We utilize third-party CROs and/or regulatory consultants to assist us in the regulatory approval process globally and expect to continue to do so in the future. Securing regulatory approval requires the submission of extensive preclinical and clinical data and supporting information to the various regulatory authorities for each therapeutic indication to establish the drug candidate's safety and efficacy. Securing regulatory approval also requires the submission of information about the drug manufacturing process to, and inspection of manufacturing facilities and clinical sites by the relevant regulatory authority. Our product candidates may not be effective, may be only moderately effective or may prove to have undesirable or unintended side effects, toxicities or other characteristics that may preclude our obtaining marketing approval or prevent or limit commercial use.

The process of obtaining regulatory approvals, both in the United States and abroad, is expensive, may take many years if additional clinical trials are required, if approval is obtained at all, and can vary substantially based upon a variety of factors, including the type, complexity and novelty of the product candidates involved. Changes in marketing approval policies during the development period, changes in or the enactment of additional statutes or regulations, or changes in regulatory review for each submitted IND, Premarket Approval, or PMA, or biologics license application, or BLA, or equivalent application types, may cause delays in the approval or rejection of an application. The FDA and comparable authorities in other countries have substantial discretion in the approval process and may refuse to accept any application or may decide that our data are insufficient for approval and require additional preclinical, clinical or other studies. Because the activity of bel-sar in ocular melanoma requires a drug delivery device and activation by a laser, the regulatory complexity of the product candidate is greater than for products that do not utilize a device, which creates uncertainties in the requirements for regulatory approval. Our product candidates could be delayed in receiving, or fail to receive, regulatory approval for many reasons, including the following:

- the FDA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;

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

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

Our novel VDC product candidates are based on a technology that we are in the process of developing. We expect the novel nature of such product candidates to create further challenges in obtaining regulatory approval. As a result, our ability to develop product candidates and obtain regulatory approval may be significantly impacted.

The FDA may also require a panel of experts, referred to as an Advisory Committee, to deliberate on the adequacy of the safety and efficacy data to support approval. The opinion of the Advisory Committee, although not binding, may have a significant impact on our ability to obtain approval of any product candidates that we develop based on the completed clinical trials. Additionally, the conduct of Advisory Committee meetings may be disrupted or delayed and the impact that may have on the overall timing of regulatory approvals is uncertain.

In addition, even if we were to obtain approval, regulatory authorities may approve any of our product candidates for fewer or more limited indications than we request, may not approve the price we intend to charge for our products, may grant approval contingent on the performance of costly post-marketing clinical trials, or may approve a product candidate with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that product candidate. Any of the foregoing scenarios could materially harm the commercial prospects for our product candidates.

If we experience delays in obtaining approval or if we fail to obtain approval of our product candidates, the commercial prospects for our product candidates may be harmed and our ability to generate revenues will be materially impaired.

We have completed enrollment in our pivotal Phase 3 clinical trial, but we do not expect topline data until the second half of 2027, and we have not yet completed such trial nor commercialized any pharmaceutical products, which may make it difficult to evaluate our future prospects.

We will need to successfully complete pivotal clinical trials in order to obtain the approval of the FDA, the EMA, or other regulatory agencies to market bel-sar or any future product candidate. Carrying out later-stage clinical trials is a complicated process. Our operations to date have been limited to financing and staffing our company, developing our technology and conducting preclinical research and Phase 1 and Phase 2 clinical trials for our product candidates, primarily related to our bel-sar program in small choroidal melanoma and indeterminate lesions. Although we have completed enrollment of our ongoing global Phase 3 trial in small choroidal melanomas and indeterminate lesions, we have not yet demonstrated an ability to successfully complete pivotal clinical trials, obtain marketing approvals, manufacture a commercial-scale product or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful product commercialization. In order to complete later stage or pivotal trials, we are expanding our clinical operations, CMC and regulatory capabilities, and we may be unable to recruit and train qualified personnel or sign a contract with a global clinical research organization to conduct such trials on our behalf. Consequently, we may be unable to successfully and efficiently design, execute and complete necessary clinical trials in a way that leads to approval of bel-sar or future product candidates. Although we have completed enrollment in this trial, we do not expect topline data until the second half of 2027, and the final results, once unblinded and analyzed, may be negative, inconclusive or otherwise insufficient to support marketing approval. We also incurred greater costs than we originally anticipated in completing enrollment, and we may not succeed in obtaining global regulatory approvals of product candidates that we develop. Furthermore, we may conduct a pivotal trial based on an adaptive design, which could increase the time spent on or costs associated with this trial. We have transferred our manufacturing process to our external CDMO manufacturer, but transfers to additional CDMOs may occur in the future. Further, some modifications to our manufacturing process or a manufacturing facility change may be needed, including to ensure manufacturability and ability to scale-up the process to commercial batch sizes and to meet worldwide regulatory standards for commercial manufacture. We intend to perform an analytical comparability assessment between the current clinical process and the intended commercial process, however, if this analytical process comparability assessment is unsuccessful, clinical comparability or other studies may be required, which may result in delayed regulatory approval. We do not anticipate a change in our ocular formulation. However, failure to commence or complete, or delays in, our planned clinical trials, could prevent us from or delay us in commercializing our product candidates. Accordingly, you should consider our prospects in light of the costs, uncertainties, delays and difficulties frequently encountered by clinical-stage biopharmaceutical companies such as ours. Any predictions made about our future success or viability may not be as accurate as they could be if we had a longer operating history or a history of successfully developing and commercializing pharmaceutical products.

If we fail to develop additional product candidates, or obtain additional indications of our first product candidate, our commercial opportunity could be limited.

We expect to focus our resources on the development of bel-sar in the near term. Developing, obtaining marketing approval for, and commercializing any future product candidates will require substantial additional funding and will be subject to the risks of failure inherent in drug product development. We cannot assure you that we will be able to successfully advance any future product candidates through the development process.

Even if we obtain approval from the FDA or comparable foreign regulatory authorities to market any future product candidates for any indication, we cannot assure you 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.

Bel-sar is a biologic that requires the use of multiple medical devices, which may result in additional regulatory risks.

Bel-sar is a novel biologic for which the intended use in ocular oncology requires delivery to the suprachoroidal space, or SCS, and activation by a laser. For ocular oncology indications, we use Clearside Biomedical Inc.'s SCS Microinjector®, or the SCS Microinjector, to deliver bel-sar into the SCS. In the United States, we plan to submit a single BLA for the review and approval of this combination of bel-sar with the SCS Microinjector and the laser(s) in our initial target indication of small choroidal melanoma and indeterminate lesions, but subsequent indications and delivery systems may require different or additional applications for marketing authorization. The SCS Microinjector was approved by FDA in October 2021 as a constituent of the drug/device combination product XIPERE® (triamcinolone acetonide injectable suspension). There may be additional regulatory risks for biologic-device combination products. We may experience delays in obtaining regulatory approval of bel-sar given the increased complexity of the review process when approval of the product and a medical device is sought under a single BLA. In the United States, each component of a combination product is subject to the requirements established by the FDA for that type of component, whether a drug, biologic or device. Devices are subject to the FDA design control device requirements which comprise among other things, design verification, design validation, and testing to assess performance, cleaning, and robustness. In the European Union, or EU, medical devices must bear a CE marking under the EU's Medical Devices Regulation, which requires compliance with the general safety and performance requirements set forth in such legislation. Delays in or failure of the studies conducted by us, or failure of our company, our collaborators, if any, or our third-party providers or suppliers to maintain compliance with regulatory requirements could result in increased development costs, delays in or failure to obtain regulatory approval, and associated delays in bel-sar reaching the market.

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

As product candidates proceed through preclinical studies to late-stage clinical trials towards potential approval and commercialization, it is common that various aspects of the development program, such as manufacturing methods and formulation, may be altered along the way in an effort to optimize processes and results. Such changes to a product candidate carry the risk that they will not achieve the intended objectives of optimizing the performance of the candidate. Any such 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 materials manufactured using altered processes. Such changes may also require additional testing, FDA notification or FDA approval. This could delay or prevent completion of clinical trials, require conducting bridging clinical trials or the repetition of one or more clinical trials, increase clinical trial costs, delay or prevent approval of our product candidates and jeopardize our ability to commence sales and generate revenue.

If we experience delays or difficulties in the enrollment of patients in clinical trials, our receipt of necessary regulatory approvals could be delayed or prevented.

We may not be able to initiate or continue clinical trials for our product candidates if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA or comparable foreign regulatory authorities, or as needed to provide appropriate statistical power for a given trial. For example, the EMA required additional testing to support drug substance characterization which led to a later than anticipated authorization to commence enrolling patients in our Phase 3 clinical trial under the EU Clinical Trial Regulation process.

In addition, our competitors may in the future commence clinical trials for product candidates that treat the same indications as our product candidates, and patients who would otherwise be eligible for our clinical trials may choose instead to enroll in clinical trials of our competitors. Additionally, the process of finding patients may prove costly. We also may not be able to identify, recruit or enroll a sufficient number of patients to complete our clinical studies because of the perceived risks and benefits of the product candidates under study, the availability and efficacy of competing therapies and clinical trials, the proximity and availability of clinical trial sites for prospective patients, and the patient referral practices of physicians. If patients are unwilling to participate in our studies for any reason, the timeline for recruiting patients, conducting studies and obtaining regulatory approval of potential products may be delayed. Our lead indication of early choroidal melanoma is a rare disease and as such clinical trial recruitment estimates may be inaccurate and such recruitment may take longer than expected.

Patient enrollment may be affected by other factors, including:

- the severity of the disease under investigation;
- clinicians' and patients' awareness of, and perceptions as to the potential advantages and risks of bel-sar in relation to other available therapies, including any new drugs that may be approved for the indications we are investigating;
- the efforts to obtain and maintain patient consents and facilitate timely enrollment in clinical trials;

- the ability to monitor patients adequately during and after treatment;
- the risk that patients enrolled in clinical trials will drop out of the clinical trials before clinical trial completion;
- competing studies or trials with similar eligibility criteria;
- the ability to recruit clinical trial investigators with the appropriate competencies and experience;
- reporting of the preliminary results of any of our clinical trials; and
- factors we may not be able to control that may limit patients, principal investigators or staff or clinical site availability.

We are conducting a clinical trial outside the United States, and we may in the future conduct additional clinical trials for current or future product candidates outside the United States, and the FDA and comparable foreign regulatory authorities may not accept data from such trials.

We are currently conducting a Phase 3 clinical trial and have, or anticipate to have, sites in the United States as well as in some or all of the following countries, among others: the UK, Canada, Australia, Austria, Italy, Israel, Germany, France, Spain, Belgium, New Zealand, the Netherlands, and the Czech Republic. We also may in the future choose to conduct one or more additional clinical trials outside the United States, including in Europe. The acceptance of data from clinical trials conducted outside the United States or another jurisdiction by the FDA or comparable foreign regulatory authority may be subject to certain conditions or may not be accepted at all. In cases where data from foreign clinical trials are intended to serve as the sole basis for marketing approval in the United States, the FDA will generally not approve the application on the basis of foreign data alone unless (i) the data are applicable to the U.S. population and the U.S. medical practice; (ii) the trials were performed by clinical investigators of recognized competence and pursuant to Good Clinical Practices, or GCP, regulations; and (iii) the data may be considered valid without the need for an on-site inspection by the FDA, or if the FDA considers such inspection to be necessary, the FDA is able to validate the data through an on-site inspection or other appropriate means. In addition, even where the foreign study data are not intended to serve as the sole basis for approval, the FDA will not accept the data as support for an application for marketing approval unless the study is well-designed and well-conducted in accordance with GCP and the FDA is able to validate the data from the study through an onsite inspection if deemed necessary. Many foreign regulatory authorities have similar approval requirements. In addition, such foreign trials would be subject to the applicable local laws of the foreign jurisdictions where the trials are conducted. There can be no assurance that the FDA or any comparable foreign regulatory authority will accept data from trials conducted outside of the United States or the applicable jurisdiction. If the FDA or any comparable foreign regulatory authority does not accept such data, it would result in the need for additional trials, which could be costly and time-consuming, and which may result in current or future product candidates that we may develop not receiving approval for commercialization in the applicable jurisdiction. Additionally, recent policy proposals in the United States, if enacted in the future, may make acceptance by the FDA or inclusion in a marketing application of foreign data more difficult or costly.

Even if we receive marketing approval for our current or future product candidates in the United States, we may never receive regulatory approval to market our current or future product candidates outside of the United States.

We plan to seek regulatory approval of our current or future product candidates outside of the United States. Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction.

For example, even if the FDA grants marketing approval of a product candidate, we may not obtain approvals in other jurisdictions, and comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion and reimbursement of the product candidate in those countries. However, a failure or delay in obtaining marketing approval in one jurisdiction may have a negative effect on the regulatory approval process in others. Approval procedures vary among countries and can involve additional product candidate testing and administrative review periods different from those in the United States. The time required to obtain approvals in other countries might differ substantially from that required to obtain the FDA approval. The marketing approval processes in other countries generally implicate all of the risks detailed above regarding the FDA approval in the United States as well as other risks. In particular, in many countries outside of the United States, products must receive pricing and reimbursement approval before the product can be commercialized. Obtaining this approval can result in substantial delays in bringing products to market in such countries.

Obtaining foreign regulatory approvals and establishing and maintaining 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 or any future collaborator fail to comply with regulatory requirements in international markets or fail to receive applicable marketing approvals, it would reduce the size of our potential market, which could have a material adverse impact on our business, results of operations and prospects.

The results of preclinical studies and early clinical trials may not be predictive of future results.

The outcome of preclinical testing and early clinical trials may not be predictive of the success of later clinical trials. Bel-sar and any other product candidates we may develop may fail to show the desired safety and efficacy in clinical development despite positive results in preclinical studies or having successfully advanced through initial clinical trials. For example, bel-sar may not be effective at slowing or arresting tumor growth or may not preserve visual acuity in later stage trials. Even if bel-sar successfully slows or completely arrests tumor growth, this may not result in a reduction in the risk of metastasis. Additionally, any positive results generated in our ongoing clinical trials and preclinical studies would not ensure that we will achieve similar results in larger, pivotal clinical trials or in clinical trials of bel-sar in broader patient populations. Many companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late-stage clinical trials even after achieving promising results in preclinical testing and earlier-stage clinical trials, and we cannot be certain that we will not face similar setbacks. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their products. Furthermore, the failure of any product candidate to demonstrate safety and efficacy in any clinical trial could negatively impact the perception of that product candidate in other indications or patient populations or any other product candidates then under development and/or cause the FDA or other regulatory authorities to require additional testing before approving such product candidate or any other product candidates.

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

From time to time, we may publicly disclose preliminary, early, interim or top-line data from our clinical trials. These interim updates are based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular study or trial. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, the top-line or early results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data have been received and fully evaluated. Top-line data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, top-line data should be viewed with caution until the final data are available. In addition, we may report interim analyses of only certain endpoints rather than all endpoints. Interim data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Adverse differences between interim data and final data could materially affect our business, financial condition, results of operations and growth prospects.

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate and our company in general. Further, additional disclosure of interim data by us or by our potential competitors in the future could result in volatility in the price of our common stock. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is typically selected from a more extensive amount of available information. You or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure, and any information we determine not to disclose may ultimately be deemed significant with respect to future decisions, conclusions, views, activities or otherwise regarding a particular product candidate or our business. If the preliminary or top-line data that we report differ from late, final or actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize our product candidates may be harmed, which could materially affect our business, financial condition, results of operations and growth prospects.

Additionally, we may continue to utilize “open-label” trial designs or open-label extensions to our clinical trials in the future. An “open-label” clinical trial is one where both the patient and investigator know whether the patient is receiving the investigational product candidate or either an existing approved drug or placebo. Most typically, open-label clinical trials test only the investigational product candidate and sometimes may do so at different dose levels. Open-label clinical trials are subject to various limitations that may exaggerate any therapeutic effect as patients in open-label clinical trials are aware when they are receiving treatment. Open-label clinical trials may be subject to a “patient bias” where patients perceive their symptoms to have improved merely due to their awareness of receiving an experimental treatment. In addition, open-label clinical trials may be subject to an “investigator bias” where those assessing and reviewing the physiological outcomes of the clinical trials are aware of which patients have received treatment and may interpret the information of the treated group more favorably given this knowledge. The results from an open-label trial or extension may not be predictive of future clinical trial results with bel-sar or any future product candidates when studied in a controlled environment with a placebo or active control.

Bel-sar or any future product candidates may cause or reveal significant adverse events, toxicities or other undesirable side effects which may delay or prevent marketing approval. In addition, if we obtain approval for any of our product candidates, significant adverse events, toxicities or other undesirable side effects may be identified during post-marketing surveillance, which could result in regulatory action or negatively affect our ability to market the product.

Adverse events or other undesirable side effects caused by or associated with treatment by bel-sar or our future product candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA, the EMA or other comparable foreign regulatory authorities. Although bel-sar has been evaluated in clinical trials, unexpected side effects may still arise in our ongoing or any future clinical trials. These side effects have included pigmentary changes around the tumor margin and vision loss.

During the conduct of clinical trials, patients report changes in their health, including illnesses, injuries, and discomforts, to their study doctor. Often, it is not possible to determine whether or not the product candidate being studied caused these conditions. It is possible that as we test our product candidates in larger, longer and more extensive clinical trials, or as use of these product candidates becomes more widespread if they receive regulatory approval, illnesses, injuries, discomforts and other adverse events that were not observed in earlier trials, as well as conditions that did not occur or went undetected in previous trials, will be reported by patients. Many times, side effects are only detectable after investigational products are tested in large-scale, pivotal clinical trials or, in some cases, after they are made available to patients on a commercial scale after approval.

Additionally, if one or more of our product candidates receives marketing approval, and we or others later identify undesirable side effects or adverse events caused by such products, a number of potentially significant negative consequences could result, including but not limited to:

- regulatory authorities may withdraw approvals of such product or require additional warnings on the label;
- additional clinical trials or post-approval studies;
- we may be required to create a REMS plan, which could include a medication guide outlining the risks of such side effects for distribution to patients, a communication plan for healthcare providers, and/or other elements to assure safe use;
- regulatory authorities may require additional warnings or limitations in the labeling, such as a contraindication, limitation of use, or a boxed warning, or issue safety alerts, Dear Healthcare Provider letters, press releases or other communications containing warnings or other safety information about the product;
- we may be subject to regulatory investigations and government enforcement actions; and
- our reputation may suffer.

Moreover, if bel-sar or any of our future product candidates is associated with undesirable or unexpected side effects in clinical trials, we may elect to abandon or limit their development to more narrow uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective, which may limit the commercial expectations for the product candidate, even if it is approved.

Any of these events could prevent us from achieving or maintaining market acceptance of the particular product candidate, if approved, and could materially affect our business, financial condition, results of operations, and growth prospects.

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

We may experience delays in initiating or completing our preclinical studies or clinical trials, including as a result of delays in obtaining, or failure to obtain, the FDA's clearance to initiate clinical trials under future INDs. Additionally, we cannot be certain that preclinical studies or clinical trials for our product candidates will not require redesign, will enroll an adequate number of patients on time, or will be completed on schedule, if at all. We may experience numerous unforeseen events during, or as a result of, preclinical studies and clinical trials that could delay or prevent our ability to receive regulatory approval or commercialize our product candidates, including:

- we may receive feedback from regulatory authorities that require us to modify the design or implementation of our preclinical studies or clinical trials or to delay or terminate a clinical trial;
- regulators or institutional review board, or IRBs, or ethics committees may delay or may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- we may experience delays in reaching, or fail to reach, agreement on acceptable terms with prospective trial sites and prospective CROs, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- preclinical studies or clinical trials of our product candidates may fail to show safety or efficacy or otherwise produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional preclinical studies or clinical trials, or we may decide to abandon product research or development programs;
- preclinical studies or clinical trials of our product candidates may not produce differentiated or clinically significant results across tumor types or indications;
- 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 fail to return for post-treatment follow-up at a higher rate than we anticipate;
- our third-party contractors may fail to comply with regulatory requirements, fail to maintain adequate quality controls, be unable to provide us with sufficient product supply to conduct or complete preclinical studies or clinical trials, fail to meet their contractual obligations to us in a timely manner, or at all, or may deviate from the clinical trial protocol or drop out of the trial, which may require that we add new clinical trial sites or investigators;
- we may elect to, or regulators or IRBs or ethics committees may require us or our investigators to, suspend or terminate clinical research for various reasons, including noncompliance with regulatory requirements or a finding that the participants in our clinical trials are being exposed to unacceptable health risks;
- the cost of clinical trials of our product candidates may be greater than we anticipate;
- 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;
- our product candidates may have undesirable side effects or other unexpected characteristics, causing us or our investigators, regulators or IRBs or ethics committees to suspend or terminate the trials, or reports may arise from preclinical or clinical testing of other cancer therapies that raise safety or efficacy concerns about our product candidates; and
- regulators may revise the requirements for approving our product candidates, or such requirements may not be as we anticipate.

We could encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions at which such trials are being conducted, by the Data Safety Monitoring Board for such trial or by the FDA or other regulatory authorities. Such authorities may impose such a suspension or termination or clinical hold due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, adverse findings upon an inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates. Further, the FDA may disagree with our clinical trial design or our interpretation of data from clinical trials or may change the requirements for approval even after it has reviewed and commented on the design for our clinical trials.

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

Our product development costs will also increase if we experience delays in testing or regulatory approvals. We do not know whether any of our future clinical trials will begin as planned, or whether any of our current or future clinical trials will need to be restructured or will be completed on schedule, if at all. Significant preclinical study or clinical trial delays 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, which would impair our ability to successfully commercialize our product candidates and may significantly harm our business, operating results, financial condition and prospects.

Even if we receive regulatory approval for any of our product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expenses. Additionally, our product candidates, if approved, could be subject to post-marketing commitments/requirements, marketing and labeling restrictions, and even recall or market withdrawal if unanticipated safety issues are discovered following approval. In addition, we may be subject to penalties or other enforcement action if we fail to comply with regulatory requirements.

If the FDA or a comparable foreign regulatory authority approves any of our product candidates, the manufacturing processes, labeling, packaging, distribution, import, export, adverse event reporting, storage, advertising, promotion, monitoring, and recordkeeping for the product will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, establishment registration and listing, compliance with applicable product tracking and tracing requirements, as well as continued compliance with current Good Manufacturing Practices, or cGMPs, and GCPs for any clinical trials that we conduct post-approval. Sponsors of approved drugs and biologics must provide six months' notice to the FDA of any changes in marketing status or for discontinuing or interrupting supply of certain drugs, including the withdrawal of a drug, and failure to do so could result in the FDA issuing a letter citing such failure to comply and public posting of such letter and redacted company response, which could damage the company's reputation. Any regulatory approvals that we receive for our product candidates may also be subject to limitations on the approved indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing studies, including Phase 4 clinical trials, and surveillance to monitor the safety and efficacy of the product. The FDA may also require a REMS in order to approve our product candidates, which could entail requirements for a medication guide, physician communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the marketing or manufacturing of the product, withdrawal of the product from the market, or voluntary or mandatory product recalls;
- manufacturing delays and supply disruptions where regulatory inspections identify observations of noncompliance requiring remediation;
- revisions to the labeling, including limitation on approved uses or the inclusion of additional warnings, contraindications or other safety information, including boxed warnings;
- imposition of a REMS which may include distribution or use restrictions;
- requirements to conduct additional post-market clinical trials to assess the safety of the product;
- clinical trial holds;
- fines, warning letters or other regulatory enforcement action;
- refusal by the FDA to approve pending applications or supplements to approved applications filed by us or suspension or revocation of approvals;
- product seizure or detention, or refusal to permit the import or export of products; and
- injunctions or the imposition of civil or criminal penalties.

Additionally, the FDA and other regulatory agencies closely regulate the post-approval marketing and promotion of medicines to ensure that they are marketed only for the approved indications and in accordance with the provisions of the approved labeling. The FDA and other regulatory agencies impose stringent restrictions on manufacturers' communications regarding off-label use. In particular, a product may not be promoted for uses that are not approved by the FDA or such other regulatory agencies as reflected in the product's approved labeling. If we do not market our medicines for their approved indications, we may be subject to enforcement action for off-label marketing by the FDA and other federal and state enforcement agencies, including the Department of Justice. Violation of the Federal Food, Drug, and Cosmetic Act and other statutes, including the False Claims Act, relating to the promotion and advertising of prescription products may also lead to investigations or allegations of violations of federal and state healthcare fraud and abuse laws and state consumer protection laws. The federal government has levied large civil and criminal fines against companies for alleged improper promotion of off-label use and has enjoined several companies from engaging in off-label promotion. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. If we cannot successfully manage the promotion of our product candidates, if approved, we could become subject to significant liability, which would materially adversely affect our business and financial condition.

The FDA's and other regulatory authorities' policies and interpretations may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements, interpretations or policies, or if we are not able to maintain regulatory compliance, we may lose any regulatory approval that we may have obtained, which would adversely affect our business, prospects and ability to achieve or sustain profitability. Moreover, the U.S. Supreme Court's July 2024 decision to overturn prior established case law giving deference to regulatory agencies' interpretations of ambiguous statutory language has introduced uncertainty regarding the extent to which FDA's regulations, policies, and decisions may become subject to increasing legal challenges, delays, and/or changes.

We may be unable to obtain ODD for additional indications, or to maintain the benefits associated with orphan drug status, including market exclusivity, which may cause our revenue, if any, to be reduced.

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or biologic intended to treat a rare disease or condition, defined as a disease or condition with a patient population of fewer than 200,000 in the United States, or a patient population greater than 200,000 in the United States when there is no reasonable expectation that the cost of developing and making available the drug or biologic in the United States will be recovered from sales in the United States for that drug or biologic. ODD must be requested before submitting an NDA or BLA. In the United States, ODD entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. After the FDA grants ODD, the generic identity of the drug and its potential orphan use are disclosed publicly by the FDA. ODD does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

If a product that has ODD subsequently receives the first FDA approval for a particular active ingredient for the indication for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications to market the same product for the same indication for seven years, except in limited circumstances such as a showing of clinical superiority to the product with orphan drug exclusivity or if the FDA finds that the holder of the orphan drug exclusivity has not shown that it can assure the availability of sufficient quantities of the orphan drug to meet the needs of patients with the disease or condition for which the drug was designated. As a result, even if our current product candidates and any future product candidates receive orphan exclusivity, the FDA can still approve other drugs that have a different active ingredient for use in treating the same approved use or condition. Furthermore, the FDA can waive orphan exclusivity if we are unable to manufacture sufficient supply of our product.

We have obtained orphan designation for bel-sar for the treatment of uveal melanoma from the FDA and the European Commission, and we may seek additional ODDs for bel-sar or some or all of our future product candidates in orphan indications in which there is a medically plausible basis for the use of these products. Even if we obtain ODD, exclusive marketing rights in the United States may be limited if we seek approval for an indication broader than the orphan designated indication and may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

The FDA may reevaluate the Orphan Drug Act and its regulations and policies. We do not know if, when, or how the FDA may change the orphan drug regulations and policies in the future, and it is uncertain how any changes might affect our business. Depending on what changes the FDA may make to its orphan drug regulations and policies, our business could be adversely impacted.

Similarly, in the EU, the European Commission grants an orphan designation in respect of a product after receiving the opinion of the EMA's Committee for Orphan Medicinal Products on a designation application. Orphan designation in the EU is granted to products where the sponsor can establish that (1) such product is intended for the diagnosis, prevention or treatment of a life-threatening or chronically debilitating condition; (2) either (i) such condition affects no more than five in 10,000 persons in the EU when the application is made; or (ii) without incentives, it is unlikely that the marketing of the product would generate sufficient return in the EU to justify the necessary investment in its development; and (3) there exists no satisfactory method of diagnosis, prevention or treatment of such condition that has been authorized in the EU, or if such a method exists, the product in question would be of significant benefit to those affected by that condition. In the EU, orphan designation entitles a party to a number of incentives, such as protocol assistance and scientific advice specifically for designated orphan medicines, and potential fee reductions depending on the status of the sponsor. Generally, if a product with an orphan designation subsequently receives the first marketing approval for the indication for which it has such designation, the product is entitled to a ten-year period of marketing exclusivity, which precludes the EMA and competent authorities of the EU Member States from approving another marketing authorization application for a similar medicinal product in the same indication for that time period, except in limited circumstances. The EU exclusivity period can be reduced to six years if, at the end of the fifth year, a product no longer meets the criteria for orphan designation or if the product is sufficiently profitable such that market exclusivity is no longer justified. The European Commission introduced legislative proposals in April 2023 that, if implemented, will replace the current regulatory framework in the EU for all medicines (including those for rare diseases and for children). In April 2024, the European Parliament adopted its position on the legislative proposals and, in June 2025, the Council of the European Union adopted its position. A common position on the text was agreed upon on December 11, 2025, in the context of subsequent inter-institutional trilogue negotiations. The proposed revisions, which could reduce the current ten-year marketing exclusivity period in the EU for certain orphan medicines, remain to be adopted, and are not expected to become applicable before 2028.

A breakthrough therapy designation or Fast Track designation by the FDA, even if granted for any of our product candidates, may not lead to a faster development, regulatory review or approval process, and each designation does not increase the likelihood that any of our product candidates will receive regulatory approval in the United States.

We may seek breakthrough therapy designation for some of our product candidates. A breakthrough therapy is defined as a drug or biologic that is intended, alone or in combination with one or more other drugs or biologics, to treat a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the drug or biologic may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For product candidates that have been designated as breakthrough therapies, interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens. Products designated as breakthrough therapies by the FDA may also be eligible for priority review and accelerated approval. Designation as a breakthrough therapy is within the discretion of the FDA. Accordingly, even if we believe one of our product candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree and instead determine not to make such designation. In any event, the receipt of a breakthrough therapy designation for a product candidate may not result in a faster development process, review or approval compared to therapies considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA. In addition, even if one or more of our product candidates qualify as breakthrough therapies, the FDA may later decide that such product candidates no longer meet the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

We have obtained Fast Track designation for bel-sar for the treatment of choroidal melanoma, for the treatment of metastases to the choroid and for the treatment of NMIBC, and we may seek additional Fast Track designation for other product candidates we may develop. If a drug or biologic is intended for the treatment of a serious or life-threatening condition and the drug or biologic demonstrates the potential to address unmet medical needs for this condition, the sponsor may apply for Fast Track designation. The FDA has broad discretion whether or not to grant this designation, so even if we believe a particular product candidate is eligible for this designation, we cannot assure you that the FDA would decide to grant it. Even if we do receive Fast Track designation, we may not experience a faster development process, review or approval compared to conventional FDA procedures. The FDA may withdraw Fast Track designation if it believes that the designation is no longer supported by data from our clinical development program. Fast Track designation alone does not guarantee qualification for the FDA's priority review procedures.

Accelerated approval by the FDA, even if granted for bel-sar or any other future product candidates, may not lead to a faster development or regulatory review or approval process and it does not increase the likelihood that our product candidates will receive regulatory approval.

We may seek accelerated approval of our current or future product candidates using the FDA's accelerated approval pathway. A product may be eligible for accelerated approval if it treats a serious or life-threatening condition and generally provides a meaningful advantage over available therapies. In addition, it must demonstrate an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, or IMM, that is reasonably likely to predict an effect on IMM or other clinical benefit. As a condition of approval, the FDA requires that a sponsor of a drug or biologic receiving accelerated approval perform adequate and well-controlled post-marketing clinical trials, and the FDA is permitted to require, as appropriate, that such studies be underway prior to approval or within a specified period after the date of approval. Sponsors must also update FDA on the status of these studies, and under the Food and Drug Omnibus Reform Act of 2022, or FDORA, the FDA has increased authority to withdraw approval of a drug granted accelerated approval on an expedited basis if the sponsor fails to conduct such studies in a timely manner, send the necessary updates to the FDA, or if such post-approval studies fail to verify the drug's predicted clinical benefit. In addition, the FDA currently requires, unless otherwise informed by the agency, pre-approval of promotional materials for products receiving accelerated approval, which could adversely impact the timing of the commercial launch of the product. Even if we do receive accelerated approval, we may not experience a faster development or regulatory review or approval process, and receiving accelerated approval does not provide assurance of ultimate FDA approval.

The FDA's agreement to a Special Protocol Assessment, or SPA, with respect to the study design of our global Phase 3 trial of bel-sar for the treatment of early choroidal melanoma does not guarantee any particular outcome from regulatory review, including ultimate approval, and may not lead to a successful review or approval process.

We obtained agreement from the FDA on the design and planned analysis of our global Phase 3 trial of bel-sar for the treatment of early choroidal melanoma through an SPA. An SPA agreement documents FDA's agreement that the design and planned analysis of a study can adequately address objectives in support of a regulatory submission. However, final determinations for marketing application approval are made after complete review of a marketing application and are based on the entire data in the application.

The FDA's SPA process is designed to facilitate the FDA's review and approval of drugs and biologics by allowing the FDA to evaluate the proposed design and size of certain clinical or animal studies, including clinical trials that are intended to form the primary basis for determining a product candidate's efficacy. The FDA ultimately assesses whether specific elements of the protocol design of the trial, such as entry criteria, dose selection, endpoints and/or planned analyses, are acceptable to support a regulatory submission.

Although the FDA may agree to an SPA, an SPA agreement does not guarantee approval of a product. Even if the FDA agrees to the design, execution, and analysis proposed in protocols reviewed under the SPA process, the FDA may revoke or alter its agreement in certain circumstances. In particular, an SPA agreement is not binding on the FDA if public health concerns emerge that were unrecognized at the time of the SPA agreement, other new scientific concerns regarding product safety or efficacy arise, the sponsor company fails to comply with the agreed upon trial protocols, or the relevant data, assumptions or information provided by the sponsor in a request for the SPA change or are found to be false or omit relevant facts.

In addition, even after an SPA agreement is finalized, the SPA agreement may be modified, and such modification will be deemed binding by the FDA review division, except under the circumstances described above, if the FDA and the sponsor agree in writing to modify the protocol. Generally, such modification is intended to improve the study. The FDA retains significant latitude and discretion in interpreting the terms of the SPA agreement and the data and results from any study that is the subject of the SPA agreement.

Moreover, if the FDA revokes or alters its agreement under the SPA, or interprets the data collected from the clinical trial differently than we do, the FDA may not deem the data sufficient to support an application for regulatory approval of bel-sar for the treatment of small choroidal melanoma and indeterminate lesions.

Risks Related to Our Reliance on Third Parties

We rely on third parties to conduct our clinical trials and some aspects of our research and preclinical testing, and expect to continue to do so, and those third parties may not perform satisfactorily, including failing to meet deadlines for the completion of such trials, research or testing.

We currently rely and expect to continue to rely on third parties, such as CROs, clinical data management organizations, central reading centers, medical institutions and clinical investigators, to conduct some aspects of our research, preclinical testing and clinical trials. We are using a clinical CRO for the pivotal trial for bel-sar for the treatment of early choroidal melanoma. Any of these third parties may terminate their engagements with us or be unable to fulfill their contractual obligations. If we need to enter into alternative arrangements, our product development activities would be delayed.

Our reliance on these third parties for research and development activities reduces our control over these activities, but does not relieve us of our responsibilities. For example, we remain responsible for ensuring that each of our clinical trials is conducted in accordance with the general investigational plan and protocols for the trial, as well as the applicable legal, regulatory and scientific standards. Moreover, the FDA requires us to comply with GCPs for conducting, recording and reporting the results of clinical trials to assure that data and reported results are credible, reproducible and accurate and that the rights, integrity and confidentiality of trial participants are protected. Regulatory authorities enforce these GCP requirements through periodic inspections of trial sponsors, clinical trial investigators and clinical trial sites. If we or any of our CROs or clinical trial sites fail to comply with applicable GCP requirements, the data generated in our clinical trials may be deemed unreliable, and the FDA may require us to perform additional clinical trials before approving our marketing applications. We are also required to register ongoing clinical trials and to post the results of completed clinical trials on a government-sponsored database within certain timeframes. Failure to do so can result in fines, adverse publicity and civil and criminal sanctions. Due to the rarity of ocular melanomas, we may engage clinical trial sites that have little experience in the conduct of clinical trials under GCPs. Even though we train the clinical trial sites, monitor the activities, and perform quality audits to assess and ensure compliance, we cannot ensure such compliance.

Furthermore, these third parties may also have relationships with other entities, some of which may be our competitors, for whom they may also be conducting clinical trials or other biological product development activities that could harm our competitive position. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or conduct our clinical trials in accordance with regulatory requirements or our stated protocols, we will not be able to obtain, or may be delayed in obtaining, marketing approvals for any product candidates we may develop and will not be able to, or may be delayed in our efforts to, successfully commercialize our medicines.

We also expect to rely on other third parties to store and distribute drug supplies for our clinical trials. Any performance failure on the part of our distributors could delay clinical development or marketing approval of any product candidates we may develop or commercialization of our medicines, producing additional losses and depriving us of potential product revenue.

We currently rely on third-party CDMOs for the production of clinical supply of bel-sar and may continue to rely on CDMOs for the production of commercial supply of bel-sar, if approved. This reliance on CDMOs increases the risk that we will not have sufficient quantities of such materials, product candidates, or any therapies that we may develop and commercialize, or that such supply will not be available to us at an acceptable cost, which could delay, prevent, or impair our development or commercialization efforts.

We currently do not have any manufacturing facilities and have no plans to build our own clinical or commercial scale manufacturing capabilities. Instead, we expect to rely on third parties for the manufacture of our product candidates and related raw materials for future preclinical and clinical development, as well as for commercial manufacture if any of our product candidates receive marketing approval. We are currently reliant on a single source for each of our regulatory starting materials, drug substance and drug product manufacturing for bel-sar.

We or our third-party suppliers or manufacturers may encounter shortages in the raw materials or active pharmaceutical ingredient, or API, necessary to produce bel-sar and future product candidates we may develop in the quantities needed for our clinical trials or, if bel-sar or any future product candidates we may develop are approved, in sufficient quantities for commercialization or to meet an increase in demand, as a result of capacity constraints or delays or disruptions in the market for the raw materials or APIs, including shortages caused by the purchase of such raw materials or API, by our competitors or others. Even if raw materials or API are available, we may be unable to obtain sufficient quantities at an acceptable cost or quality. The failure by us or our third-party suppliers or manufacturers to obtain the raw materials or API necessary to manufacture sufficient quantities of bel-sar or any future product candidates we may develop could delay, prevent or impair our development efforts and may have a material adverse effect on our business. To date, we have only encountered minor delays in our manufacturing process due to a supply chain constraint with one of our vendors.

Reliance on third-party manufacturers may expose us to different risks than if we were to manufacture clinical or commercial supply of our product candidates ourselves. The facilities used by third-party manufacturers to manufacture bel-sar or any future product candidates must be authorized by the FDA pursuant to inspections that will be conducted after we submit a BLA to the FDA. We do not control the manufacturing process of, and are completely dependent on, third-party manufacturers for compliance with cGMP requirements for manufacture of drug products and other laws and regulations. If these third-party manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or others, they will not be able to secure and maintain regulatory approval for their manufacturing facilities. Some of our contract manufacturers may not have produced a commercially-approved product and, therefore, may not have obtained the requisite FDA approvals to do so. In addition, we have no control over the ability of third-party manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or 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.

Any delays or disruptions in the operations of our existing CDMOs or third-party suppliers, or finding new CDMOs or third-party suppliers, would involve additional cost and require our management's time and focus. In addition, there is typically a transition period when a new CDMO commences work. Although we generally have not, and do not intend to, begin a clinical trial unless we believe we have on hand, or will be able to obtain, a sufficient supply of our product candidates to complete the clinical trial, any significant delay in the supply of our product candidates or the raw materials needed to produce our product candidates, could considerably delay conducting our clinical trials and potential regulatory approval of our product candidates. Additionally, any changes implemented by an existing or new CDMO 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 and commercial costs, delay approval of bel-sar and future product candidates and jeopardize our ability to commence product sales and generate revenue.

As part of their manufacture of our product candidates, our CDMOs and third-party suppliers are expected to comply with and respect the intellectual property and proprietary rights of others. If a CDMO or third-party supplier fails to acquire the proper licenses or otherwise infringes, misappropriates or otherwise violates the intellectual property or proprietary rights of others in the course of providing services to us, we may have to find alternative CDMOs or third-party suppliers or defend against applicable claims, either of which would significantly impact our ability to develop, obtain regulatory approval for or commercialize our product candidates, if approved.

Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including clinical holds, fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, seizures or recalls of product candidates or products, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our products. In addition, we may be unable to establish any agreements with third-party manufacturers or to do so on acceptable terms.

Even if we are able to establish agreements with third-party manufacturers, reliance on third-party manufacturers entails additional risks, including:

- failure of third-party manufacturers to comply with regulatory requirements and maintain quality assurance;
- breach of the manufacturing agreement by the third-party manufacturers;
- failure to manufacture our product according to our specifications;
- lack of qualified backup suppliers for those components or materials that are currently purchased from a sole or single source supplier;
- failure to manufacture our product according to our schedule or at all;

- production difficulties caused by unforeseen events that may delay the availability of one or more of the necessary raw materials or delay the manufacture of bel-sar or any future product candidates for use in clinical trials or for commercial supply;
- supply or service disruptions or increased costs that are beyond our control;
- misappropriation of our proprietary information, including our trade secrets and know-how;
- changes to manufacturing costs or processes implemented by third-party manufacturers; and
- termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us.

Bel-sar and any other product candidates that we may develop may compete with other product candidates and products for access to manufacturing facilities. Any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval, and any related remedial measures may be costly or time-consuming to implement. We do not currently have arrangements in place for redundant supply or a second source for all required raw materials used in the manufacture of our product candidates. If our current third-party manufacturers cannot perform as agreed, we may be required to renegotiate agreements with existing third-party manufacturers on less attractive terms or replace such manufacturers, and we may be unable to replace them on a timely basis or on terms acceptable to us. Our current and anticipated future dependence upon others for the manufacture of bel-sar or any other future product candidates or products may adversely affect our future profit margins and our ability to commercialize any products that receive marketing approval on a timely and competitive basis.

Risks Related to Commercialization

If bel-sar or any future product candidates do not achieve broad market acceptance, the revenue 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 bel-sar and any future 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 may not generate significant revenue and may not become profitable or may be significantly delayed in achieving profitability. Market acceptance of bel-sar and any future 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. If public perception is influenced by claims that the use of VDCs is unsafe, whether related to our or our competitors' products, our products may not be accepted by the general public or the medical community. In addition, training clinicians to properly use bel-sar or any future product candidate that requires a similar laser and microinjector may create reluctance by clinicians to adopt our products, potentially adversely affecting our future sales and marketing efforts. Furthermore, such training increases our costs to generate sales associated with any such product. Future adverse events in targeted 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 product candidates. In addition, the inclusion or exclusion of products from treatment guidelines established by various physician groups and the viewpoints of influential physicians can affect the willingness of other physicians to prescribe the treatment. We cannot predict whether physicians, physicians' organizations, hospitals, other healthcare providers, government agencies or private insurers will determine that our product is safe, therapeutically effective and cost effective as compared with competing treatments.

Efforts to educate the medical community and third-party payors on the benefits of bel-sar and any future product candidates may require significant resources and may not be successful. If bel-sar or any future product candidates are approved but do 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 bel-sar and any future product candidates will depend on a number of factors, including:

- the efficacy of bel-sar and our VLP technology, and any future product candidates;
- the prevalence and severity of adverse events associated with bel-sar and any future product candidates or those products with which they may be co-administered;
- the clinical indications for which bel-sar 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 bel-sar and any future product candidates that may be more restrictive than other competitive products;

- changes in the SoC for the targeted indications for bel-sar and any future 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 bel-sar and any future product candidates and any products with which they 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-party payors, including government healthcare programs such as Medicare and Medicaid and other healthcare payors;
- the price concessions required by third-party payors to obtain coverage;
- the perception of physicians, patients, third-party payors and others in the medical community of the relative safety, efficacy, convenience, effect on quality of life and cost effectiveness of bel-sar compared to those of other available treatments;
- the willingness of patients to pay out-of-pocket in the absence of adequate coverage and reimbursement;
- the extent and strength of our marketing and distribution of bel-sar and any future 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 bel-sar and any future product candidates or to which we agree as part of a REMS or voluntary risk management plan;
- the timing of market introduction of bel-sar and any future product candidates, as well as competitive products;
- our ability to offer bel-sar and any future 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 publicity concerning our bel-sar or competing products and treatments;
- the actions of companies that market any products with which bel-sar and any future product candidates may be co-administered;
- the approval of other new products;
- adverse publicity about bel-sar and any future product candidates or any products with which they are co-administered, or favorable publicity about competitive products; and
- potential product liability claims.

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

We have never commercialized a product candidate and we currently have no sales, marketing or distribution capabilities and have no experience in marketing products. Our operations to date have been limited to organizing and staffing our company, business planning, raising capital, acquiring the rights to our product candidate and undertaking preclinical studies and clinical trials of our product candidate. We intend to develop an in-house marketing organization and sales force, which will require significant capital expenditures, management resources and time. We will have to compete with other pharmaceutical and biotechnology companies to recruit, hire, train and retain marketing and sales personnel. We may not be successful in transitioning from a company with a development focus to a company capable of supporting commercial activities.

In addition to establishing internal sales, marketing and distribution capabilities, we will pursue collaborative arrangements regarding the sales and marketing of our products, however, there can be no assurance that we will be able to establish or maintain such collaborative arrangements, or if we are able to do so, that they will have effective sales forces. Any revenue we receive will depend upon the efforts of such third parties, which may not be successful. Further, if we enter into arrangements with third parties to perform sales and marketing services, our product revenues, if any, may be lower than if we were to market and sell any products that we develop ourselves. We may have little or no control over the marketing and sales efforts of such third parties and our revenue from product sales may be lower than if we had commercialized our product candidates ourselves. We also face competition in our search for third parties to assist us with the sales and marketing efforts of our product candidates.

Furthermore, developing a sales and marketing organization requires significant investment, is time-consuming and could delay the launch of our product candidate. We may not be able to build an effective sales and marketing organization

in the United States, the EU or other key global markets. If we are unable to build our own distribution and marketing capabilities or to find suitable partners for the commercialization of our product candidate, we may have difficulties generating revenue from them.

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

We may face competition, which may result in others discovering, developing or commercializing drugs before or more successfully than we do.

The biopharmaceutical industry is characterized by intense competition and rapid innovation. While we are not aware of anyone currently developing a treatment for early choroidal melanoma, in the future our competitors may be able to develop other compounds or drugs that are able to achieve similar or better results than us. There are multiple companies that have drugs in clinical development for the treatment of NMIBC, such as Johnson & Johnson, UroGen Pharma Ltd., CG Oncology, Inc., ImmunityBio, Inc. and Ferring Pharmaceuticals. Our potential competitors include major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies and universities and other research institutions. Many of our potential competitors have substantially greater financial, technical and other resources, such as larger research and development staff and experienced marketing and manufacturing organizations and well-established sales forces. Smaller or early stage companies may also prove to be significant competitors, particularly as they develop novel approaches to treating disease indications that our product candidates are also focused on treating. Established pharmaceutical companies may also invest heavily to accelerate discovery and development of novel therapeutics or to in-license novel therapeutics that could make the product candidates that we develop obsolete. Mergers and acquisitions in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors, either alone or with collaboration partners, may succeed in developing, acquiring or licensing on an exclusive basis drug or biologic products that are more effective, safer, more easily commercialized or less costly than our product candidates or may develop proprietary technologies or secure patent protection that we may need for the development of our technologies and products, which may reduce or eliminate our commercial opportunity. We believe the key competitive factors that will affect the development and commercial success of our product candidates are efficacy, safety, tolerability, reliability, convenience of use, price and reimbursement.

Even if we obtain regulatory approval of our product candidates, the availability and price of our potential future competitors' products could limit the demand and the price we are able to charge for our product candidates. We may not be able to implement our business plan if the acceptance of our product candidates is inhibited by price competition or the reluctance of physicians to switch from existing methods of treatment to our product candidates, or if physicians switch to other new drug or biologic products or choose to reserve our product candidates for use in limited circumstances. For additional information regarding our competition, see the section of our Annual Report on Form 10-K for the year ended December 31, 2025 titled "Business—Competition."

Even if we are able to commercialize any product candidates, such products may become subject to unfavorable pricing regulations, third-party reimbursement practices or healthcare reform initiatives, which would harm our business.

In the United States and markets in other countries, patients generally rely on third-party payors to reimburse all or part of the costs associated with their treatment. Adequate coverage and reimbursement from governmental healthcare programs, such as Medicare and Medicaid, and commercial payors is critical to new product acceptance. Our ability to successfully commercialize any products that we may develop also will depend in part on the extent to which reimbursement for these products and related treatments will be available from government health administration authorities, private health insurers, and other organizations. Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which medications they will pay for and establish reimbursement levels. For more information, see the section of our Annual Report on Form 10-K for the year ended December 31, 2025 titled "Business—Government Regulation—Coverage and Reimbursement."

A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Government authorities currently impose mandatory discounts for certain patient groups, such as Medicare, Medicaid and Veterans Affairs, or VA, hospitals, and may seek to increase such discounts at any time. Future regulation may negatively impact the price of our products, if approved. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, our product candidates may lose any marketing approval that may have been obtained and we may not achieve or sustain profitability, which would adversely affect our business.

If the market opportunity for bel-sar is smaller than we estimate or if any regulatory approval that we obtain is based on a narrower definition of the patient population, our revenue and ability to achieve profitability will be adversely affected, possibly materially.

The incidence and prevalence for target patient populations of bel-sar and any future product candidates has not been established with precision. Bel-sar is a VDC product candidate being developed for the first line treatment of early choroidal melanoma. Our projections of both the number of people who have choroidal melanoma, as well as additional ocular oncology indications, are based on our estimates.

The total addressable market opportunity will ultimately depend upon, among other things, the patient criteria included in the final label, the indications for which bel-sar is approved for sale, acceptance by the medical community and patient access, product pricing and reimbursement. The number of patients with choroidal melanoma, metastases to the choroid, and other indications for which bel-sar may be approved as treatment may turn out to be lower than expected, patients may not be otherwise amenable to treatment with our products, or new patients may become increasingly difficult to identify or gain access to, all of which would adversely affect our results of operations and our business. Bel-sar is our only product candidate and therefore our business is dependent on the market opportunity for our product.

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

Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers, may expose us to broadly applicable fraud and abuse and other healthcare laws. These laws may constrain the business or financial arrangements and relationships through which we conduct our operations, including how we research, market, sell and distribute our product candidates, if approved. For more information, see the section of our Annual Report on Form 10-K for the year ended December 31, 2025 titled “Business—Government Regulation—Health Care Laws and Regulations.”

Additionally, we are subject to state and foreign equivalents of each of the healthcare laws and regulations described above, among others, some of which may be broader in scope and may apply regardless of the payor. Many states in the United States have adopted laws similar to the federal Anti-Kickback Statute and False Claims Act, and may apply to our business practices, including, but not limited to, research, distribution, sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental payors, including private insurers. In addition, some states have passed laws that require pharmaceutical companies to comply with the April 2003 Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers and/or the Pharmaceutical Research and Manufacturers of America’s Code on Interactions with Healthcare Professionals. Several states also impose other marketing restrictions or require pharmaceutical companies to make marketing or price disclosures to the state and require the registration of pharmaceutical sales representatives. State and foreign laws, including for example the General Data Protection Regulation, or GDPR, also govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by the Health Insurance Portability and Accountability Act, or HIPAA, thus complicating compliance efforts. There are ambiguities as to what is required to comply with these state requirements and if we fail to comply with an applicable state law requirement we could be subject to penalties.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement bodies have increased their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Ensuring that our internal operations and future business arrangements with third parties comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations, agency guidance or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of the laws described above or any other governmental laws and regulations that may apply to us, we may be subject to significant penalties, including administrative, civil and criminal penalties, damages, fines, disgorgement, the exclusion from participation in federal and state healthcare programs, individual imprisonment, reputational harm, and the curtailment or restructuring of our operations, as well as additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws. Further, defending against any such actions can be costly and time consuming, and may require significant financial and personnel resources. Therefore, even if we are successful in defending against any such actions that may be brought against us, our business may be impaired. If any of the physicians or other providers or entities with whom we expect to do business is found to not be in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs and imprisonment. If any of the above occur, our ability to operate our business and our results of operations could be adversely affected.

Current and future healthcare legislative reform measures may have a material adverse effect on our business and results of operations.

The United States and many foreign jurisdictions have enacted and/or proposed legislative and regulatory changes affecting the healthcare system that could prevent or delay regulatory approval of our current or future product candidates or any future product candidates, restrict or regulate post-approval activities, and affect our ability to profitably sell a product for which we obtain regulatory approval. Changes in laws, regulations, statutes or the interpretation of existing laws and regulations could impact our business in the future by requiring, for example: (i) changes to our manufacturing arrangements, (ii) additions or modifications to product labeling, (iii) the recall or discontinuation of our products or (iv) additional record-keeping requirements. If any such changes were to be imposed, they could adversely affect the operation of our business. For more information, see the section of our Annual Report on Form 10-K for the year ended December 31, 2025 titled “Business—Government Regulation—Health Care Reform & Legislative Updates.”

In the United States, there have been, and continue to be, a significant number of legislative initiatives to contain healthcare costs. The United States has also sought to implement legislation at the state level, and individual states are increasingly aggressive in passing legislation and implementing regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. In addition, regional health care authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other health care programs. These measures could reduce the ultimate demand for our products, once approved, or put pressure on our product pricing.

We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our current or future product candidates or additional pricing pressures. In particular any policy changes through CMS as well as local state Medicaid programs could have a significant impact on our business.

Our revenue prospects could be affected by changes in healthcare spending and policy in the United States and abroad. We operate in a highly regulated industry and new laws, regulations or judicial decisions, or new interpretations of existing laws, regulations or decisions, related to healthcare availability, the method of delivery or payment for healthcare products and services could negatively impact our business, operations and financial condition. The continuing efforts of the government, insurance companies, managed care organizations and other payors of healthcare services to contain or reduce costs of healthcare and/or impose price controls may adversely affect:

- the demand for our current or future product candidates, if we obtain regulatory approval;
- our ability to set a price that we believe is fair for our products;
- our ability to obtain coverage and reimbursement approval for a product;
- our ability to generate revenue and achieve or maintain profitability;
- the level of taxes that we are required to pay; and

- the availability of capital.

Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors, which may adversely affect our future profitability.

Risks Related to Our Intellectual Property

Our ability to compete may decline if we do not adequately protect our proprietary rights, and our proprietary rights do not necessarily address all potential threats to our competitive advantage.

Our commercial success depends upon obtaining and maintaining proprietary rights to our intellectual property estate, including rights relating to our technology platform using HPV-derived VLPs to target tumors and VDCs like bel-sar, as well as successfully defending these rights against third-party challenges and successfully enforcing these rights to prevent third-party infringement. We will only be able to protect bel-sar or a future product candidate derived from our platform from unauthorized use by third parties to the extent that valid and enforceable patents cover it. Our ability to maintain patent protection for bel-sar or a future product candidate is uncertain due to a number of factors, including that:

- others may design around our patent claims to produce competitive technologies, products or methods that fall outside of the scope of our patents;
- we may not obtain patent protection in all jurisdictions that may eventually provide us a significant business opportunity; and
- any patents issued to us may be successfully challenged by third parties.

Even with our patents covering bel-sar, we may still not be able to make use or sell bel-sar or a future product candidate because of the patent rights of others. Others may have filed patent applications covering compositions, products or methods that are similar or identical to ours, which could materially affect our ability to successfully commercialize bel-sar or a future product candidate.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our owned and licensed patents may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology and products. Moreover, patents have a limited lifespan. In the United States, the natural expiration of a patent is generally 20 years after it is filed. Various extensions may be available; however, the life of a patent, and the protection it affords, is limited.

Obtaining and maintaining a patent portfolio entails significant expense, including periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents and patent applications. These expenditures can be at numerous stages of prosecuting patent applications and over the lifetime of maintaining and enforcing issued patents. We may or may not choose to pursue or maintain protection for particular intellectual property in our portfolio. If we choose to forgo patent protection or to allow a patent application or patent to lapse purposefully or inadvertently, our competitive position could suffer. Furthermore, we employ reputable law firms and other professionals to help us comply with the various procedural, documentary, fee payment and other similar provisions we are subject to and, in many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. There are situations, however, in which failure to make certain payments or noncompliance with certain requirements in the patent process can result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, our competitors might be able to enter the market, which would have a material adverse effect on our business.

Legal action that may be required to enforce our patent rights can be expensive and may involve the diversion of significant management time. There can be no assurance that we will have sufficient financial or other resources to file and pursue infringement claims, which typically last for years before they are concluded. In addition, these legal actions could be unsuccessful and result in the invalidation of our patents, a finding that they are unenforceable or a requirement that we enter into a licensing agreement with or pay monies to a third party for use of technology covered by our patents. We may or may not choose to pursue litigation or other actions against those that have infringed on our patents, or have used them without authorization, due to the associated expense and time commitment of monitoring these activities. If we fail to successfully protect or enforce our intellectual property rights, our competitive position could suffer, which could harm our results of operations.

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

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

The growth of our business may depend in part on our ability to acquire, in-license or use third-party proprietary rights. We may be unable to acquire or in-license any such proprietary rights from third parties that we identify as necessary or important to our business operations. In addition, we may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. Were that to happen, we may need to cease use of the compositions or methods covered by those third-party intellectual property rights, and may need to seek to develop alternative approaches that do not infringe on those intellectual property rights, which may entail additional costs and development delays, even if we were able to develop such alternatives, which may not be feasible. Even if we are able to obtain a license, it may be non-exclusive, which means that our competitors may also receive access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to develop or license replacement technology.

We rely on intellectual property licensed from third parties. We face risks with respect to such reliance, including the risk that, if we fail to comply with our obligations in the agreements under which we license intellectual property rights from third parties or otherwise experience disruptions to our business relationships with our licensors, we could lose license rights that are important to our business.

We are a party to a number of intellectual property license agreements that are important to our business. Our existing license agreements impose on us various diligence, milestone payment, royalty and other obligations. If we fail to comply with any of our obligations under these agreements, or we are subject to a bankruptcy, our licensors may have the right to terminate the license, in which event we would not be able to market any products covered by the license.

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

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

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

In addition, disputes may arise regarding the payment of the royalties due to licensors in connection with our exploitation of the rights we license from them. Licensors may contest the basis of royalties we retained and claim that we are obligated to make payments under a broader basis. Such disputes may be costly to resolve and may divert management's attention away from day-to-day activities. In addition to the costs of any litigation we may face, any legal action against us could increase our payment obligations under the respective agreement and require us to pay interest and potentially damages to such licensors. If disputes over intellectual property that we have licensed from third parties prevent or impair our ability to maintain our licensing arrangements on acceptable terms, we or our collaborators may be unable to successfully manufacture and commercialize bel-sar or a future product candidate.

If we fail to comply with our obligations under the license agreements, our licensors may have the right to terminate these agreements, in which event we might not be able to manufacture or market bel-sar or a future product candidate. Termination of these agreements or reduction or elimination of our rights under these agreements may result in our having to negotiate new or reinstated agreements with less favorable terms or cause us to lose our rights under these agreements, including our rights to important intellectual property or technology.

If we do not obtain patent term extension in the United States under the Hatch-Waxman Act and in foreign countries under similar legislation with respect to bel-sar or a future product candidate, thereby potentially extending the term of marketing exclusivity for such product, our business may be harmed.

In the United States, a patent that covers an FDA-approved drug or biologic may be eligible for a term extension designed to restore the period of the patent term that is lost during the premarket regulatory review process conducted by the FDA. Depending upon the timing, duration and conditions of the FDA marketing approval of our product candidates, one or more of our owned, co-owned, or in-licensed U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Act. The Hatch-Waxman Act permits a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. The Hatch-Waxman Act allows a maximum of one patent to be extended per FDA-approved product as compensation for the patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only those claims covering such approved drug product, a method for using it or a method for manufacturing it may be extended. In the EU, bel-sar or a future product candidate may be eligible for term extensions based on similar legislation. In either jurisdiction, however, we may not receive an extension if we fail to apply within applicable deadlines, fail to apply prior to expiration of relevant patents or otherwise fail to satisfy applicable requirements. Even if we are granted such extension, the duration of such extension may be less than our request. If we are unable to obtain a patent term extension, or if the term of any such extension is less than our request, the period during which we can enforce our patent rights for that product will be in effect shortened and our competitors may obtain approval to market competing products sooner. The resulting reduction of years of revenue from applicable products could be substantial.

Patents and patent applications involve highly complex legal and factual questions, which, if determined adversely to us, could negatively impact our patent position.

The patent positions of biopharmaceutical and biotechnology companies and other actors in our fields of business can be highly uncertain and typically involve complex scientific, legal and factual analyses. In particular, the interpretation and breadth of claims allowed in some patents covering biopharmaceutical compositions may be uncertain and difficult to determine and are often affected materially by the facts and circumstances that pertain to the patented compositions and the related patent claims. The standards of the U.S. Patent and Trademark Office, or the USPTO, and its foreign counterparts are sometimes uncertain and could change in the future. Consequently, the issuance and scope of patents cannot be predicted with certainty. Patents, if issued, may be challenged, invalidated or circumvented. The U.S. patents and patent applications may also be subject to interference or derivation proceedings, and the U.S. patents may be subject to reexamination proceedings, post-grant review and/or *inter partes* review in the USPTO. International patents may also be subject to opposition or comparable proceedings in the corresponding international patent office, which could result in either loss of the patent or denial of the patent application or loss or reduction in the scope of one or more of the claims of the patent or patent application. In addition, such interference, derivation, reexamination, post-grant review, *inter partes* review and opposition proceedings may be costly. Accordingly, rights under any issued patents may not provide us with sufficient protection against competitive products or processes.

Furthermore, even if not challenged, our patents and patent applications may not prevent others from designing their products to avoid being covered by our claims. If the breadth or strength of protection provided by the patent applications we hold with respect to bel-sar or a future product candidate is threatened, it could dissuade companies from collaborating with us to develop, and could threaten our or their ability to successfully commercialize, bel-sar or a future product candidate.

In addition, changes in, or different interpretations of, patent laws in the United States and other countries may permit others to use our discoveries or to develop and commercialize our technology without providing any compensation to us and may limit the scope of patent protection that we are able to obtain. The laws of some countries do not protect intellectual property rights to the same extent as the U.S. laws, and those countries may lack adequate rules and procedures for defending our intellectual property rights.

Third parties may assert claims against us alleging infringement of their patents and proprietary rights, or we may need to become involved in lawsuits to defend or enforce our patents, either of which could result in substantial costs or loss of productivity, delay or prevent the development and commercialization of product candidates, prohibit our use of proprietary technology or sale of potential products or put our patents and other proprietary rights at risk.

Our commercial success depends upon our ability to develop, manufacture, market and sell bel-sar or a future product candidate without alleged or actual infringement, misappropriation or other violation of the patents and proprietary rights of third parties. Litigation relating to infringement or misappropriation of patent and other intellectual property rights in the biotechnology industry is common, including patent infringement lawsuits, interferences, oppositions, reexamination proceedings, post-grant review, and/or *inter partes* review before the USPTO and corresponding international patent offices. The various markets in which we plan to operate are subject to frequent and extensive litigation regarding patents and other intellectual property rights. In addition, many companies in intellectual property-dependent industries, including the biotechnology and pharmaceutical industries, have employed intellectual property litigation as a means to gain an advantage over their competitors. As a result of any patent infringement claims, or in order to avoid any potential infringement claims, we may choose to seek, or be required to seek, a license from the third-party, which may require payment of substantial royalties or fees, or require us to grant a cross-license under our intellectual property rights. These licenses may not be available on reasonable terms or at all. Even if a license can be obtained on reasonable terms, the rights may be nonexclusive, which would give our competitors access to the same intellectual property rights. If we are unable to enter into a license on acceptable terms, we could be prevented from commercializing bel-sar or a future product candidate, or forced to modify bel-sar or a future product candidate, or to cease some aspect of our business operations, which could harm our business significantly. We might also be forced to redesign or modify our technology or product candidates so that we no longer infringe the third-party intellectual property rights, which may result in significant cost or delay to us, or which redesign or modification could be impossible or technically infeasible. Even if we were ultimately to prevail, any of these events could require us to divert substantial financial and management resources that we would otherwise be able to devote to our business.

Further, if a patent infringement suit is brought against us or our third-party service providers, our development, manufacturing or sales activities relating to bel-sar or a future product candidate that is the subject of the suit may be delayed or terminated. In addition, defending such claims may cause us to incur substantial expenses and, if successful, could cause us to pay substantial damages if we are found to be infringing a third-party's patent rights. These damages potentially could include increased damages and attorneys' fees if we are found to have infringed such rights willfully. Some claimants may have substantially greater resources than we do and may be able to sustain the costs of complex intellectual property litigation to a greater degree and for longer periods of time than we could. In addition, patent holding companies that focus solely on extracting royalties and settlements by enforcing patent rights may target us. In addition, if the breadth or strength of protection provided by the patents and patent applications we own or in-license is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

We may in the future be subject to third-party claims and similar adversarial proceedings or litigation in other jurisdictions regarding our infringement of the patent rights of third parties. Even if such claims are without merit, a court of competent jurisdiction could hold that these third-party patents are valid, enforceable and infringed, and the holders of any such patents may be able to block our ability to further develop or commercialize bel-sar or a future product candidate unless we obtain a license under the applicable patents, or until such patents expire or are finally determined to be invalid or unenforceable.

If we or one of our licensors were to initiate legal proceedings against a third party to enforce a patent covering our technology or a product candidate, the defendant could counterclaim that our patent is invalid or unenforceable. In patent litigation in the United States and Europe, defendant counterclaims alleging invalidity or unenforceability are common. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, for example, lack of novelty, obviousness or non-enablement. The outcome of proceedings involving assertions of invalidity and unenforceability during patent litigation is unpredictable. With respect to the validity of patents, for example, we cannot be certain that there is no invalidating prior art of which we and the patent examiner were unaware during prosecution, but that an adverse third party may identify and submit in support of such assertions of invalidity. If a defendant were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part of the patent protection on bel-sar or a future product candidate.

We will not seek to protect our intellectual property rights in all jurisdictions throughout the world, and we may not be able to adequately enforce our intellectual property rights even in the jurisdictions where we seek protection.

Filing, prosecuting and defending patents on bel-sar or a future product candidate in all countries and jurisdictions throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States could be less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. 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.

We have and have applied for patents in those countries where we intend to make, have made, use, offer for sale or sell products and where we assess the risk of infringement to justify the cost of seeking patent protection. Competitors may use our technologies in jurisdictions where we do not pursue and obtain patent protection to develop their own products and may export otherwise infringing products to territories where we have patent protection, but where our ability to enforce our patent rights is not as strong as in the United States. These products may compete with any products that we may develop, and our patents or other intellectual property rights may not be effective or sufficient to prevent such competition.

The laws of some other countries do not protect intellectual property rights to the same extent as the laws of the United States. For example, European patent law restricts the patentability of methods of treatment of the human body more than U.S. law does. Patent protection must ultimately be sought on a country-by-country basis, which is an expensive and time-consuming process with uncertain outcomes. Accordingly, we chose not to seek patent protection in certain countries, and we will not have the benefit of patent protection in such countries. In addition, the legal systems of some countries, particularly developing countries, do not favor the enforcement of patents and other intellectual property protection, especially those relating to biopharmaceuticals or biotechnologies. As a result, many companies have encountered significant difficulties in protecting and defending intellectual property rights in certain jurisdictions outside the United States. Such issues may make it difficult for us to stop the infringement of our patents, if obtained, or the misappropriation of our other intellectual property rights.

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

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

We and our licensors rely on confidentiality agreements to protect unpatented know-how, technology and other proprietary information related to our product and process, to maintain our competitive position. For example, our licensor Rakuten (previously LI-COR) maintains its manufacture of IRDye 700DX® dye molecules (used in bel-sar) as a trade secret. Trade secrets and know-how can be difficult to protect. In particular, the trade secrets and know-how in connection with our development programs and other proprietary technology we may develop may over time be disseminated within the industry through independent development, the publication of journal articles describing the methodology and the movement of personnel with scientific positions in academic and industry.

We seek to protect our proprietary information, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary information. Monitoring unauthorized uses and disclosures of our intellectual property is difficult, and we do not know whether the steps we have taken to protect our intellectual property will be effective. In addition, we may not be able to obtain adequate remedies for any such breaches. Enforcing a claim that a party illegally disclosed or misappropriated proprietary information is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or are unwilling to protect trade secrets.

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

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

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

Risks Related to our Business and Industry

If we lose key management personnel, or if we fail to recruit additional highly skilled personnel, our ability to pursue our business strategy will be impaired, could result in loss of markets or market share and could make us less competitive.

Our ability to compete in the highly competitive biopharmaceutical industries depends upon our ability to attract, manage, motivate and retain highly qualified managerial, scientific and medical personnel. We are highly dependent on our management, scientific and medical personnel. The loss of the services of any of our executive officers, other key employees, and other scientific and medical advisors, and our inability to find suitable replacements for these individuals could harm our business. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us. If we are unable to continue to attract and retain high quality personnel, our ability to pursue our growth strategy will be limited.

Competition for skilled personnel in our industry is intense and may limit our ability to hire and retain highly qualified personnel on acceptable terms, in a timely manner or at all. In particular, we have experienced a very competitive hiring environment in the Boston area, where we are headquartered. Many of the other pharmaceutical companies that we compete against for qualified personnel have greater financial and other resources, different risk profiles and a longer history in the industry than we do. They also may provide more diverse opportunities and better chances for career advancement. Some of these characteristics may be more appealing to high-quality candidates than what we have to offer. To induce valuable employees to remain at our company, in addition to salary and cash incentives, we have provided equity incentive awards that vest over time. The value to employees of restricted stock awards and stock options 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. Despite our efforts to retain valuable employees, members of our management, scientific and development teams are at-will employees and may terminate their employment with us on short notice. We do not maintain “key man” insurance policies on the lives of these individuals or the lives of any of our other employees. Given the stage of our programs and our plans to expand operations, our success also depends on our ability to continue to attract, retain and motivate highly skilled junior, mid-level and senior personnel across our organization.

Moreover, in August 2026, we approved a plan to streamline our operating plan and organizational structure to focus resources in ocular oncology, including a reduction in force of approximately 20% of our workforce. These reductions in our workforce may also make retention of our current personnel both more important and more challenging. These workforce reductions resulted in the loss of longer-term employees, the loss of institutional knowledge and expertise, and the reallocation and combination of certain roles and responsibilities across the organization, all of which could adversely affect our operations. Given the complexity of our business, we must continue to implement and improve our managerial, operational and financial systems, manage our facilities and continue to recruit and retain qualified personnel.

Further, we recently underwent a leadership transition, which may be viewed negatively by employees, investors and/or our strategic partners. Moreover, any attrition associated with this transition could significantly delay or prevent the achievement of product development and commercialization, and other business objectives, and adversely impact our stock price.

Changes in funding, leadership, personnel, policies or priorities of, or other disruptions at federal governmental agencies, including from government shut downs or layoffs of federal agency employees or other disruptions to these agencies' operations, funding or staffing, could hinder their ability to hire and retain key leadership and other personnel, prevent, delay, or hinder the research, development or commercialization of new products and services or otherwise prevent those agencies from performing normal business functions on which the operation of our business may rely, which could negatively impact our business.

The ability of the FDA to review and approve new products can be affected by a variety of factors, including government budget and funding levels, the ability to hire and retain key personnel and accept the payment of user fees, and statutory, regulatory and policy changes. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of the SEC and other government agencies on which our operations may rely, including those that fund research and development activities, is subject to the political process, which is inherently fluid and unpredictable.

Disruptions in staffing, funding or operations at the FDA, SEC, NIH, USPTO and other government agencies, including leadership departures, personnel cuts, and potential or actual government shutdowns or any changes and/or additional policies or regulations relating to federal agencies as a result of the current U.S. presidential administration, may also prevent, delay or hinder the research, development or commercialization of new products, including review and/or approval of new products by necessary government agencies, any of which would adversely affect our business. Changes and cuts in FDA staffing have also been reported as resulting in delays in the FDA's responsiveness or in its ability to review IND submissions or marketing applications.

In addition, over the last several years, the U.S. government has shut down at times, including for a 43-day period that began on October 1, 2025, and certain federal agencies, such as the FDA, have had to furlough critical employees and stop critical activities. If a prolonged government shutdown occurs, including as a result of reaching the debt ceiling, it could significantly impact the ability of federal agencies to perform normal business functions on which the operation of our business may rely, including the FDA's ability to timely review and process our regulatory submissions, any of which could have a material adverse effect on our business. Further, future government shutdowns or other disruption of the operations of federal agencies could impact our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue our operations.

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

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous and flammable materials, including chemicals and biological and radioactive materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and waste. We cannot eliminate the risk of contamination or injury from these materials. 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 us for 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, hazardous or radioactive materials.

Changes in tax laws or in their implementation or interpretation may adversely affect us or our investors.

The rules dealing with the U.S. federal, state and local income taxation are constantly under review by persons involved in the legislative process and by the Internal Revenue Service, or IRS, and the U.S. Treasury Department. Changes to tax laws (which changes may have retroactive application), including with respect to net operating losses and research and development tax credits, could adversely affect us or holders of our common stock. In recent years, many changes have been made and changes are likely to continue to occur in the future. For example, under Section 174 of the Internal Revenue Code of 1986, as amended, or the Code, in taxable years beginning after December 31, 2021, expenses that are incurred for research and development outside the United States will be capitalized and amortized, which may have an adverse effect on our cash flow. Additionally, on July 4, 2025, the One Big Beautiful Bill Act, or OBBBA, was signed into law and made significant changes to U.S. federal tax law. The OBBBA provides that for taxable years beginning after December 31, 2024, expenses that are incurred for research and development performed in the United States may, at the taxpayer's election, be immediately deducted or capitalized and amortized. The OBBBA also provides that for taxable years beginning after December 31, 2021 and before January 1, 2025, certain eligible taxpayers generally may elect to retroactively deduct expenses for research and development performed in the United States in such taxable years by filing amended tax returns for such taxable years, and all other taxpayers that are not eligible to make such an election and that amortized expenses for research and development performed in the United States in such taxable years generally may elect to accelerate and deduct the remaining unamortized amounts of such research and development expenses (i) in the first taxable year beginning after December 31, 2024, or (ii) ratably over the two-taxable year period beginning with the first taxable year beginning after December 31, 2024.

It cannot be predicted whether, when, in what form, or with what effective dates, new tax laws may be enacted, or regulations and rulings may be enacted, promulgated or issued under existing or new tax laws, which could result in an increase in our or our stockholders' tax liability or require changes in the manner in which we operate in order to minimize or mitigate any adverse effects of changes in tax law or in the interpretation thereof. Future changes in tax law could have a material adverse effect on our business, cash flow, financial condition or results of operations.

Our internal information technology systems, or those of our third-party CROs, contractors, consultants or others who process sensitive information on our behalf, may fail or suffer cybersecurity incidents or breaches, loss or leakage of data and other compromises, any of which could result in a material disruption of our product candidates' development programs, compromise sensitive information related to our business or prevent us from accessing such information, expose us to liability or otherwise adversely affect our business.

In the ordinary course of our business, we may collect, store and transmit confidential information, including intellectual property, proprietary business information and personal information (including health information). We have established safeguards to do so in a secure manner in an effort to maintain the confidentiality, integrity and availability of such information. We also have outsourced certain of our operations to third parties, and as a result, we manage a number of third parties who have access to our information. Despite the implementation of security measures, our internal computer systems and infrastructure, and those of our CROs and other third parties on which we rely, are vulnerable to damage from computer viruses, unauthorized access and misuse, cyberattacks by sophisticated nation-state and nation-state supported actors or by malicious third parties (including the deployment of harmful malware (such as malicious code, viruses and worms), natural disasters, global pandemics, fire, terrorism, war and telecommunication and electrical failures, fraudulent activity, as well as cybersecurity incidents or data breaches from inadvertent or intentional actions (such as error or theft) by our employees, contractors, consultants, business partners, and/or other third parties, ransomware, denial-of-service attacks, social engineering schemes (including phishing attacks), attacks enhanced or facilitated by artificial intelligence, or AI, and other means that affect service reliability and threaten the confidentiality, integrity and availability of information), which may compromise our system infrastructure as well as lead to unauthorized access, disclosure, misuse or acquisition of information. We and/or our service providers have from time to time and may in the future continue to experience threats, data breaches and cybersecurity incidents relating to our and our third-party vendors' information systems. Cyberattacks generally are increasing in their frequency, sophistication and intensity. The techniques used to sabotage or to obtain unauthorized access to our information technology systems or those upon whom we rely on to process our information change frequently, and we may be unable to anticipate such techniques or implement adequate preventative measures or to stop or to adequately address cybersecurity incidents or breaches in all instances. The recovery systems, security protocols, network protection mechanisms and other security measures that we have integrated into our information technology systems, which are designed to protect against, detect and minimize cybersecurity incidents or breaches, may not be adequate to prevent or detect or adequately address service interruption, system failure or data loss.

Significant disruptions of our information technology systems or cybersecurity incidents could adversely affect our business operations and/or result in the loss, misappropriation, and/or unauthorized access, use or disclosure of, or the prevention of access to, confidential information (including trade secrets or other intellectual property, proprietary business information and personal information including health information), and could result in financial, legal, business and reputational harm to us. If such disruptions were to occur and cause interruptions in our operations, it could result in a material disruption of our product 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. Further, as a result of increased hybrid work, a significant number of our employees and partners are working remotely, which increases the risk of a cybersecurity incident or data breach or other data and cybersecurity issues. To the extent that any disruption or cybersecurity incident or data breach results in a loss of, or damage to, our data or applications, or inappropriate disclosure or misuse of or access to confidential or proprietary information, we could incur liability and the further development of our future product candidates could be delayed.

We may also be required to comply with laws, regulations, rules, industry standards, and other legal obligations that require us to maintain the security of personal data. We may also have contractual and other legal obligations to notify collaborators, our clinical trial participants, or other relevant stakeholders of cybersecurity incidents and breaches. Failure to prevent or mitigate cyberattacks could result in unauthorized access to data, including personal data. Most jurisdictions have enacted laws requiring companies to notify individuals, regulatory authorities, and others of cybersecurity incidents or breaches involving certain types of data. Such disclosures are costly, could lead to negative publicity, may cause our collaborators or other relevant stakeholders to lose confidence in the effectiveness of our security measures and require us to expend significant capital and other resources to respond to and/or alleviate problems caused by the actual or perceived cybersecurity incident or data breach. In addition, the costs to respond to a cybersecurity event or to mitigate any identified security vulnerabilities could be significant, including costs for remediating the effects of such an event, paying a ransom, restoring data from backups, and conducting data analysis to determine what data may have been affected by the cybersecurity incident or data breach. In addition, our efforts to contain or remediate a cybersecurity incident or any vulnerability exploited to cause an incident may be unsuccessful, and efforts and any related failures to contain or remediate them could result in interruptions, delays, harm to our reputation, and increases to our insurance coverage.

In addition, litigation resulting from cybersecurity incidents or breaches may adversely affect our business. Unauthorized access to our information technology systems or infrastructure could result in litigation with our collaborators, our clinical trial participants, or other relevant stakeholders. These proceedings could force us to spend money in defense or settlement, divert management's time and attention, increase our costs of doing business, or adversely affect our reputation. We could be required to fundamentally change our business activities and practices in response to such litigation, which could have an adverse effect on our business. If a cybersecurity incident or data breach were to occur and the confidentiality, integrity or availability of our data or the data of our collaborators were disrupted, we could incur significant liability, which could negatively affect our business and damage our reputation. Our contracts may or may not contain data protection requirements and/or limitations of liability, and where they do, there can be no assurance that such provisions will be sufficient to protect us from liabilities, damages, or claims related to our privacy and data security obligations or afford us sufficient rights to recover from third parties for their failures related to such obligations.

Furthermore, we may not have adequate insurance coverage or otherwise to protect us from, or adequately mitigate, liabilities or damages. The successful assertion of one or more large claims against us that exceeds our available insurance coverage, or results in changes to our insurance policies (including premium increases or the imposition of large deductible or co-insurance requirements), could have an adverse effect on our business. In addition, we cannot be sure that our existing insurance coverage and coverage for errors and omissions will continue to be available on acceptable terms or that our insurers will not deny coverage as to any future claim.

We are, or may become, subject to stringent and changing privacy and information security laws, regulations, standards, policies and contractual obligations related to data privacy and security. Our actual or perceived failure to comply with such data privacy and security obligations could lead to government enforcement actions (which could include civil or criminal fines or penalties), a disruption of our clinical trials or commercialization of our products, private litigation, changes to our business practices, increased costs of operations, and adverse publicity that could otherwise negatively affect our operating results and business. Compliance or the failure to comply with such obligations could increase the costs of our products, could limit their use or adoption, and could otherwise negatively affect our operating results and business.

Regulation of data (including personal and clinical trial data) is evolving, as federal, state, and foreign governments continue to adopt new, or modify existing, laws and regulations addressing data privacy and security, and the collection, processing, storage, transfer, and use of data. These new or proposed laws and regulations are subject to differing interpretations and may be inconsistent among jurisdictions, and guidance on implementation and compliance practices are often updated or otherwise revised, which adds to the complexity of processing personal data. Moreover, we are subject to the terms of our privacy and security policies, representations, certifications, standards, publications, contracts and other obligations to third parties related to data privacy, security and processing. These and other requirements could require us or our collaborators to incur additional costs to achieve compliance, limit our competitiveness, necessitate the acceptance of more onerous obligations in our contracts, restrict our ability to use, store, transfer, and process data, impact our or our collaborators' ability to process or use data in order to support the provision of our products, affect our or our collaborators' ability to offer our products in certain locations, cause regulators to reject, limit or disrupt our clinical trial activities, result in increased expenses, reduce overall demand for our products, and make it more difficult to meet expectations of relevant stakeholders.

We and any potential collaborators may be subject to federal, state and foreign data protection laws and regulations including, without limitation, laws that regulate personal data such as health data. For example, in the United States, numerous federal and state laws and regulations, including federal health information privacy laws, state personal information laws (e.g., the California Consumer Privacy Act of 2018, or CCPA), state data breach notification laws, state health information privacy laws and federal and state consumer protection laws and regulations (e.g., Section 5 of the Federal Trade Commission Act), govern the collection, use, disclosure and protection of health-related and other personal data. These laws and regulations could apply to our operations, the operations of our collaborators, or other relevant stakeholders upon whom we depend. In addition, we may obtain personal data (including health information) from third parties (including research institutions from which we obtain clinical trial data) that are subject to privacy and security requirements under HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act. Depending on the facts and circumstances, we could be subject to significant penalties if we violate HIPAA. Additionally, we could be subject to criminal penalties if we knowingly obtain, use, or disclose individually identifiable health information maintained by a HIPAA-covered entity in a manner that is not authorized or permitted by HIPAA.

At the state level, the CCPA, as amended by the California Privacy Rights Act (CPRA), established a comprehensive privacy framework for covered businesses by creating an expanded definition of personal information, established new individual data privacy rights for consumers in the State of California, imposing special rules on the collection of consumer data from minors, and creating a new and potentially severe statutory damages framework for violations of the CCPA and for businesses that fail to implement reasonable security procedures and practices to prevent data breaches. The CCPA requires covered companies to provide certain disclosures to consumers about its data collection, use and sharing practices, and to provide affected California residents with ways to opt-out of certain sales or transfers of personal information. Although there are limited exemptions for protected health information covered under HIPAA and clinical trial data, the CCPA may increase our compliance costs and potential liability.

Similar comprehensive consumer privacy laws have been passed or proposed in numerous other states. Proposed privacy legislation, if enacted, may add additional complexity, variation in requirements, restrictions and potential legal risk, require additional investment of resources in compliance programs, impact strategies and the availability of previously useful data and could result in increased compliance costs and/or changes in business practices and policies. The existence of comprehensive privacy laws in different states in the country will make our compliance obligations more complex and costly and may increase the likelihood that we may be subject to enforcement actions or otherwise incur liability for noncompliance. In addition, laws in all 50 U.S. states require businesses to provide notice to individuals if certain of their personal information has been disclosed as a result of a qualifying data breach or cybersecurity incident. There are also states that are specifically regulating health information. For example, Washington's My Health My Data Act, which became effective on March 31, 2024, regulates the collection, processing and sale of consumer health information. The law has a private right of action, which further increases the relevant compliance risk. Connecticut and Nevada have also passed similar laws regulating consumer health data. In addition, other states have proposed and/or passed legislation that regulates the privacy and/or security of certain specific types of information. For example, a small number of states have passed laws that regulate biometric data. These various privacy and security laws may impact our business activities. In addition, state laws are changing rapidly and there is discussion in the U.S. Congress of a new comprehensive federal data privacy law to which we may likely become subject, if enacted. These laws demonstrate our vulnerability to the evolving regulatory environment related to personal data. As we expand our operations, these and similar laws may increase our compliance costs and potential liability.

Foreign data protection laws, such as, without limitation, the EU GDPR, the EU member state implementing legislation, and the UK GDPR, may also apply to health-related and other personal data that we process, including, without limitation, personal data relating to clinical trial participants. The GDPR imposes strict obligations on the ability to process health-related and other personal data, including in relation to security (which requires the adoption of administrative, physical and technical safeguards designed to protect such information), collection, use and transfer of personal data. These obligations include, without limitation, several transparency requirements relating to communications with data subjects regarding the processing of their personal data, ensuring an appropriate legal basis or conditions applies to the processing of personal data, limitations on the retention of personal data, increased requirements pertaining to health data, notification of data processing obligations or security incidents to the competent national data protection authorities and/or data subjects, the security and confidentiality of the personal data, various rights that data subjects may exercise with respect to their personal data, and strict rules and restrictions on the international transfer of personal data.

The GDPR imposes strict rules on the transfer of personal data out of the EEA and UK to other regions outside the EEA/UK, or third countries, that have not been deemed to offer "adequate" privacy protections by the competent data protection authorities, including the United States in certain circumstances, unless a derogation exists or adequate international transfer safeguards (for example, the European Commission approved Standard Contractual Clauses, or the EU SCCs, and the UK International Data Transfer Agreement/Addendum, or the UK IDTA) are put in place. Where relying on the EU SCCs or UK IDTA for data transfers, we may also be required to carry out transfer impact assessments on the transfers made pursuant to the EU SCCs and UK IDTA, on a case-by-case basis, to ensure the law in the recipient country provides "essentially equivalent" protections to safeguard the transferred personal data as provided in the EEA and UK, and may be required to adopt supplementary measures if this standard is not met. Further, the EU and United States have adopted its adequacy decision for the EU-U.S. Data Privacy Framework, or the Framework, which entered into force on July 11, 2023. This Framework provides that the protection of personal data transferred between the EU and the United States is comparable to that offered in the EU. This provides a further avenue to ensuring transfers to the United States are carried out in line with GDPR. There has been an extension to the Framework to cover UK transfers to the United States. The Framework could be challenged like its predecessor frameworks. The international transfer obligations under the EEA and UK data protection regimes will require significant effort and cost, and may result in us needing to make strategic considerations around where EEA and UK personal data is located and which service providers we can utilize for the processing of EEA and UK personal data. Any inability to process or transfer personal data from the EEA to the United States in compliance with data protection laws may impede our ability to conduct trials and may adversely affect our business and financial position.

Although the UK is regarded as one of the countries under the EU GDPR, the European Commission has adopted an adequacy decision in favor of the UK, enabling data transfers from EEA member states to the UK without additional safeguards. The UK government has confirmed that personal data transfers from the UK to the EEA remain free flowing. Despite Brexit, the UK and EEA data protection regimes remain largely aligned. However, going forward, there is increasing risk for divergence in application, interpretation and enforcement of the data protection laws as between the UK and EEA, creating additional regulatory uncertainty. For example, the UK Data (Use and Access) Act 2025, or the UK Act, now in force, further differentiates the UK's data protection regime. In December 2025, the European Commission adopted a decision determining that the UK continues to provide a level of data protection that is "essentially equivalent" to the EU standards and extended the validity of the UK adequacy decision for six years, through December 2031. While this renewal reduces immediate adequacy concerns, uncertainty remains regarding how UK data protection laws will evolve in the medium to longer term. This lack of clarity on future UK laws and regulations and their interaction with EU laws and regulations could add legal risk, complexity and cost to our handling of personal data and our privacy and data security compliance programs and could require us to implement different compliance measures for the UK and the EEA. In addition, EEA Member States have adopted national laws to implement the GDPR that may partially deviate from the GDPR. Further, the competent authorities in the EEA Member States interpret GDPR obligations slightly differently from country to country (particularly in relation to the processing of health data) and therefore we do not expect to operate in a uniform legal landscape in the EEA.

The increase of foreign privacy and security legal frameworks with which we must comply, increases our compliance burdens and exposure to substantial fines and penalties for non-compliance. For example, under the GDPR, entities that violate the GDPR can face fines of up to the greater of 20 million euros (£17.5 million under UK GDPR) or 4% of their worldwide annual turnover, or revenue. Additionally, regulators could prohibit our use of personal data subject to the GDPR. The GDPR also confers a private right of action on data subjects and consumer associations to lodge complaints with supervisory authorities, seek judicial remedies, and obtain compensation for damages resulting from infringement of the GDPR. The GDPR has increased our responsibility and potential liability in relation to personal data that we process, requiring us to put in place additional mechanisms to comply with the GDPR and other foreign data protection requirements.

We may also publish privacy policies and other documentation regarding our collection, processing, use and disclosure of personal data and/or other confidential information. Although we endeavor to comply with our published policies and documentation, we may at times fail to do so or may be perceived to have failed to do so. Moreover, despite our efforts, we may not be successful in achieving compliance if our employees or contractors fail to comply with our published policies and documentation. Such failures can subject us to potential foreign, local, state and federal action if they are found to be deceptive, unfair, or misrepresentative of our actual practices.

Additionally in the EU, the NIS 2 Directive (NIS 2) is replacing the cybersecurity legal framework under the current NIS framework, aiming to ensure a high level of cybersecurity in the region. NIS 2 brings new medium and large organizations providing services in the EU within scope of the legal framework. It extends to additional sectors and expands the list of in-scope healthcare organizations, including to certain providers engaged in research and development of medicinal products. The new regime imposes direct obligations on management in respect of an in-scope organization's compliance with NIS 2, requires covered organizations to put in place certain cyber risk management measures, strengthens incident reporting requirements and provides supervisory authorities with greater oversight. The majority of obligations will come into force when national legislation implementing NIS 2 becomes effective in the relevant EU Member State. EU Member States had until 17 October 2024 to transpose NIS 2 into national legislation, although many countries have still not completed the transposition. As such, the cybersecurity regulatory landscape in the EU is currently fragmented and uncertain. To the extent we are subject to NIS 2, we will require additional investment of our resources in compliance programs and will potentially come under greater regulatory scrutiny. Under NIS 2 companies may be subject to administrative fines of up to the higher amount of €10 million or 2% of worldwide turnover.

Regulators and legislators in the United States are increasingly scrutinizing and restricting certain personal data transfers and transactions involving foreign countries. For example, the Department of Justice's January 8, 2025 final rule on "Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern", prohibits data brokerage transactions involving certain sensitive personal data categories, including health data, genetic data, and biospecimens, to countries of concern, including China. The regulations also restrict certain investment agreements, employment agreements and vendor agreements involving such data and countries of concern, absent specified cybersecurity controls. Actual or alleged violations of these regulations may be punishable by criminal and/or civil sanctions and may result in exclusion from participation in federal and state programs..

Compliance with U.S. federal and state as well as foreign data protection laws and regulations could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. All of these evolving compliance and operational requirements impose significant costs, such as costs related to organizational changes, implementing additional protection technologies, training employees and engaging consultants and legal advisors, which are likely to increase over time. In addition, such requirements may require us to modify our data processing practices and policies, utilize management's time and/or divert resources from other initiatives and projects. Failure, or perceived failure, to comply with federal, state and foreign data protection laws and regulations could result in government enforcement actions (which could include civil or criminal penalties, fines or penalties), private litigation, a diversion of management attention, adverse publicity and negative effects on our operating results and business. There can be no assurance that the limitations of liability in our contracts would be enforceable or adequate or would otherwise protect us from liabilities or damages if we fail to comply with applicable data protection laws, privacy policies or data protection obligations related to information security, cybersecurity incidents or data breaches. Moreover, clinical trial participants or patients about whom we or our collaborators obtain information, as well as the providers who share this information with us, may limit our ability to use and disclose the information. Claims that we have violated individuals' privacy rights, failed to comply with data protection laws, contracts or privacy notices or breached other obligations, even if we are not found liable, could be expensive and time consuming to defend and could result in adverse publicity that could harm our business. Compliance with data protection laws may be time consuming, require additional resources and could result in increased expenses, reduce overall demand for our products and make it more difficult to meet expectations of or commitments to our relevant stakeholders. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

Artificial Intelligence presents risks and challenges that can impact our business including by posing security risks to our confidential information, proprietary information, and personal data.

We may use and integrate AI into our business processes both in our own development and implementation of AI and through the adoption of commercially available tools. Development, use, and deployment of these technologies could pose cybersecurity, data privacy, IT, intellectual property, regulatory, legal, operational, competitive, reputational, and other risks and challenges that could affect our business. Specifically, risks related to bias, AI hallucinations, discrimination, harmful content, misinformation, fraud, scams, targeted attacks such as model poisoning or data poisoning, surveillance, data leakage, loss of consensus reality, inequality, environmental harms, and other harms may flow from our development, use, or deployment of AI technologies.

The rapid evolution of AI will require the application of significant resources to design, develop, test and maintain such systems to help ensure that AI is implemented in accordance with applicable law and regulation and in a socially responsible manner and to minimize any real or perceived unintended harmful impacts. If we enable or offer solutions that draw controversy due to perceived or actual negative societal impact, we may experience brand or reputational harm, competitive harm or legal liability. Additionally, the use of certain AI technology can give rise to intellectual property risks, including by disclosing or otherwise compromising our confidential or proprietary intellectual property and intellectual property infringement, or by undermining our ability to assert or defend ownership rights in intellectual property created with the assistance of AI tools.

Moreover, a growing number of legislators and regulators are adopting laws and regulations and have focused enforcement efforts on the adoption of AI and use of such technologies in compliance with ethical standards and societal expectations. These developments may increase our compliance burden and costs in connection with use of AI and lead to legal liability if we fail to meet evolving legal standards or if use of such technologies results in harms or other causes of action we did not predict. For example, the EU began implementing the Artificial Intelligence Act, or the AI Act, on August 1, 2024, with significant parts of the law scheduled have come into effect. As currently enacted, the AI Act, which may be amended as part of the EU's Digital Omnibus, imposes significant obligations on providers and deployers of high-risk AI systems, and encourages providers and deployers of AI systems to account for EU ethical principles in their development and use of these systems. The scope of requirements depends on judicial interpretations and forthcoming legislative amendments, and non-compliance can lead to significant fines.

In the U.S., the AI regulatory environment is complex and uncertain. Over the past year, states have advanced, and in some cases passed, dozens of laws focusing on AI governance and regulation, including on deployment of AI in healthcare settings. At the federal level, the FDA has advanced guidance and proposed frameworks for regulating AI in drug discovery, marketing submissions, and medical device development. At the same time, the Trump Administration has endorsed a federal moratorium on the enforcement of state AI laws, including through a December 11, 2025, executive order on "Ensuring a National Policy Framework for Artificial Intelligence." So far, these efforts have not been successful at curtailing state action on AI regulation, contributing to a complicated legislative patchwork, which may be litigated in state and federal courts. If we develop or use AI systems that are governed by these laws or regulations, we will need to meet higher standards of data quality, transparency, and human oversight, and we would need to adhere to specific and potentially burdensome and costly ethical, accountability, and administrative requirements. We may also be subject to significant enforcement or litigation in the event of any perceived non-compliance.

The rapid evolution of AI will require the application of significant resources to design, develop, test and maintain our products and services to help ensure that AI is implemented in accordance with applicable law and regulation and in a socially responsible manner and to minimize any real or perceived unintended harmful impacts. Our vendors may in turn incorporate AI tools into their offerings, and the providers of these AI tools may not meet existing or rapidly evolving regulatory or industry standards, including with respect to privacy and data security. Any of these effects could damage our reputation, result in the loss of valuable property and information, cause us to breach applicable laws and regulations, and adversely impact our business. Bad actors around the world also use increasingly sophisticated methods, including the use of AI, to engage in illegal activities involving the theft and misuse of personal information, confidential information and intellectual property. In addition, the use of generative AI models in our internal or third-party systems may create new attack surfaces or methods for adversaries, which could impact us and our vendors. Any of these effects could damage our reputation, result in the loss of valuable property and information, cause us to breach applicable laws and regulations, and adversely impact our business.

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

Our operations, and those of our contractors and consultants, could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics, pandemics and other natural or man-made disasters or business interruptions, for which we are predominantly self-insured. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses. We rely on third-party manufacturers to produce our product candidates. Our ability to obtain clinical supplies of our product candidates could be disrupted if the operations of these suppliers are affected by a man-made or natural disaster or other business interruption.

Any future acquisitions, in-licensing or strategic partnerships may increase our capital requirements, dilute our stockholders, divert our management's attention, cause us to incur debt or assume contingent liabilities and subject us to other risks.

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

- increased operating expenses and cash requirements;
- the assumption of indebtedness or contingent liabilities;
- the issuance of our equity securities which would result in dilution to our stockholders;
- assimilation of operations, intellectual property, products and product candidates of an acquired company, including difficulties associated with integrating new personnel;
- the diversion of our management's attention from our existing product candidates and initiatives in pursuing such an acquisition or strategic partnership;
- spend substantial operational, financial and management resources in integrating new businesses, technologies and products;
- 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 and their existing products or product candidates and regulatory approvals; and
- our inability to generate revenue from acquired intellectual property, technology and/or products sufficient to meet our objectives or even to offset the associated transaction and maintenance costs.

In addition, if we undertake such a transaction, we may incur large one-time expenses and acquire intangible assets that could result in significant future amortization expense.

We or the third parties upon whom we depend on may be adversely affected by natural disasters and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster.

Natural disasters could severely disrupt our operations and have a material adverse effect on our business, results of operations, financial condition and prospects. If a natural disaster, power outage or other event occurred that prevented us from using all or a significant portion of our headquarters, that damaged critical infrastructure, such as the manufacturing facilities on which we rely, or that otherwise disrupted operations, it may be difficult or, in certain cases, impossible for us to continue our business for a substantial period of time. The disaster recovery and business continuity plans we have in place may prove inadequate in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which could have a material adverse effect on our business. For example, following Hurricane Maria, shortages in production and delays in a number of medical supplies produced in Puerto Rico resulted, and any similar interruption due to a natural disaster affecting us or any of our third-party manufacturers could materially delay our operations.

We expect to significantly expand our organization, including building sales and marketing capability and creating additional infrastructure to support our operations as a public company, and as a result, we may encounter difficulties in managing our growth, which could disrupt our operations.

We expect to experience significant growth in the number of our employees and the scope of our operations, particularly in the areas of sales and marketing and finance and accounting. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. Due to our limited financial resources and our limited experience in managing such anticipated growth, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The expansion of our operations may lead to significant costs and may divert or stretch our management and business development resources in a way that we may not anticipate. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

Product liability lawsuits against us could cause us to incur substantial liabilities and could limit commercialization of any current or future product candidates that we may develop.

We will face an inherent risk of product liability exposure related to the testing of our current or future product candidates in human clinical trials and will face an even greater risk if we commercially sell any current or future product candidates that we may develop. Claims could also be asserted under the state consumer production acts. If we cannot successfully defend ourselves against claims that our current or future product candidates caused injuries, we could incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

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

While we maintain product liability insurance, we anticipate that we will need to increase our insurance coverage as we conduct additional clinical trials and if we successfully commercialize any product candidate. Insurance coverage is increasingly expensive. We may not be able to maintain product liability insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise.

Our employees and independent contractors, including principal investigators, consultants, commercial collaborators, academic collaborators, service providers, partners and other vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements, which could have an adverse effect on our results of operations.

We are exposed to the risk that our employees and independent contractors, including principal investigators, consultants, any future commercial collaborators, academic collaborators, service providers, partners and other vendors may engage in misconduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or other unauthorized activities that violate the laws and regulations of the FDA, the EMA and comparable foreign regulatory authorities, and other similar regulatory bodies, including those laws that require the reporting of true, complete and accurate information to such regulatory bodies; manufacturing standards; the U.S. federal and state fraud and abuse laws, data privacy and security laws and other similar non-United States laws; or laws that require the true, complete and accurate reporting of financial information or data, or to disclose unauthorized activities to us. If we obtain the FDA approval of any of our product candidates and begin commercializing those products in the United States, our potential exposure under such laws will increase significantly, and our costs associated with compliance with such laws are also likely to increase. These laws may impact, among other things, our current activities with principal investigators and research patients, as well as proposed and future sales, marketing and education programs. Activities subject to these laws also involve the improper use or misrepresentation of information obtained in the course of clinical trials, the creation of fraudulent data in our preclinical studies or clinical trials, or illegal misappropriation of product, which could result in regulatory sanctions and cause serious harm to our reputation. We have adopted a code of business conduct and ethics, but it is not always possible to identify and deter misconduct by employees and other third-parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. In addition, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business and financial results, including, without limitation, the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgement, possible exclusion from participation in Medicare, Medicaid and other United States federal healthcare programs or healthcare programs in other jurisdictions, integrity oversight and reporting obligations to resolve allegations of non-compliance, imprisonment, other sanctions, contractual damages, reputational harm, diminished profits and future earnings and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

Risks Related to Our Common Stock

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

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who covers us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price may decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

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

Based on the beneficial ownership of our common stock as of June 30, 2026, our executive officers, directors, holders of 5% or more of our capital stock and their respective affiliates beneficially owned approximately 33.9% of our outstanding common stock. As a result, these stockholders, if acting together, will continue to have significant influence over the outcome of corporate actions requiring stockholder approval, including the election of directors, amendment of our organizational documents, any merger, consolidation or sale of all or substantially all of our assets and any other significant corporate transaction. The interests of these stockholders may not be the same as or may even conflict with your interests. For example, these stockholders could delay or prevent a change of control of our company, even if such a change of control would benefit our other stockholders, which could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company or our assets and might affect the prevailing market price of our common stock. The significant concentration of stock ownership may adversely affect the trading price of our common stock due to investors' perception that conflicts of interest may exist or arise.

Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited.

Under Section 382 of the Code, if a corporation undergoes an "ownership change" (generally defined as a greater than 50 percentage point change (by value) in the ownership of its equity over a three year period), the corporation's ability to use its pre-change net operating loss, or NOL, carryforwards and certain other pre-change tax attributes to offset its post-change income may be limited. We may have experienced such ownership changes in the past, and we may experience ownership changes in the future as a result of subsequent shifts in our stock ownership, some of which are outside our control. As of December 31, 2025, we had accumulated federal and state NOL carryforwards of approximately $318.9 million and $274.4 million, respectively. Furthermore, our ability to utilize our NOLs or credits is conditioned upon our attaining profitability and generating the U.S. federal and state taxable income. As a result, the amount of the NOL and tax credit carryforwards presented in our financial statements could be limited and may expire unutilized. Under current law, unused U.S. federal NOL carryforwards generated in taxable years beginning after December 31, 2017 are not subject to expiration and may be carried forward indefinitely. For taxable years beginning after December 31, 2020, however, the deductibility of such U.S. federal NOLs generated for tax years beginning after December 31, 2017 is limited to 80% of our taxable income in any future taxable year.

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

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. In addition, the terms of any future debt agreements may preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

We may be subject to securities litigation, which is expensive and could divert management attention.

The market price of our common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

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

We expect our operating results to be subject to quarterly fluctuations. Our net loss and other operating results will be affected by numerous factors, including:

- variations in the level of expense related to the ongoing development of bel-sar or future development programs;
- results of clinical trials, or the addition or termination of clinical trials or funding support by us, or existing or future collaborators or licensing partners;
- our execution of any additional collaboration, licensing or similar arrangements, and the timing of payments we may make or receive under existing or future arrangements or the termination or modification of any such existing or future arrangements;
- any intellectual property infringement lawsuit or opposition, interference or cancellation proceeding in which we may become involved;
- additions and departures of key personnel;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- if any of our product candidates receives regulatory approval, the terms of such approval and market acceptance and demand for such product candidates;
- regulatory developments affecting our product candidates or those of our competitors; and
- changes in general market and economic conditions, including inflationary pressures.

If our quarterly operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Furthermore, any quarterly fluctuations in our operating results may, in turn, cause the price of our common stock to fluctuate substantially. We believe that quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

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

Pursuant to our amended and restated bylaws, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware is the sole and exclusive forum for state law claims for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, or other employees to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, or our amended and restated certificate of incorporation or our amended and restated bylaws (including the interpretation, validity or enforceability thereof) or (iv) any action asserting a claim that is governed by the internal affairs doctrine, or the Delaware Forum Provision. The Delaware Forum Provision will not apply to any causes of action arising under the Securities Act or the Exchange Act. Our amended and restated bylaws will further provide that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, or the Federal Forum Provision. In addition, our amended and restated bylaws provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock is deemed to have notice of and consented to the Delaware Forum Provision and the Federal Forum Provision; provided, however, that stockholders cannot and will not be deemed to have waived our compliance with the U.S. federal securities laws and the rules and regulations thereunder.

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

If a court were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, all of which could harm our business.

Anti-takeover provisions in our amended and restated certificate of incorporation and amended and restated bylaws and under Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management and, therefore, decrease the trading price of our common stock.

Our tenth amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could delay or prevent a change of control of our company or changes in our board of directors, or Board, that our stockholders might consider favorable. Some of these provisions include:

- a Board divided into three classes serving staggered three-year terms, such that not all members of the Board will be elected at one time;
- a prohibition on stockholder action through written consent, which requires that all stockholder actions be taken at a meeting of our stockholders;
- a requirement that special meetings of the stockholders may be called only by the Board acting pursuant to a resolution approved by the affirmative vote of a majority of the directors then in office, and special meetings of stockholders may not be called by any other person or persons;
- advance notice requirements for stockholder proposals and nominations for election to our Board;
- a requirement that no member of our Board may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than two-thirds (2/3) of all outstanding shares of our voting stock then entitled to vote in the election of directors;

- a requirement of approval of not less than a majority of all outstanding shares of our voting stock to amend any bylaws by stockholder action and not less than two-thirds (2/3) of all outstanding shares of our voting stock to amend specific provisions of our certificate of incorporation; and
- the authority of the Board to issue preferred stock on terms determined by the Board without stockholder approval, which preferred stock may include rights superior to the rights of the holders of common stock.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporate Law, which may prohibit certain business combinations with stockholders owning 15% or more of our outstanding voting stock. These anti-takeover provisions and other provisions in our tenth amended and restated certificate of incorporation and amended and restated bylaws could make it more difficult for stockholders or potential acquirers to obtain control of our Board or initiate actions that are opposed by the then-current Board and could also delay or impede a merger, tender offer or proxy contest involving our company. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing or cause us to take other corporate actions you desire. Any delay or prevention of a change of control transaction or changes in our Board could cause the market price of our common stock to decline.

Future sales and issuances of our common stock or rights to acquire shares of our common stock, could result in additional dilution to the ownership of our stockholders and cause the market price of our common stock to decline significantly.

We will need additional capital in the future to continue our planned operations. To the extent we raise additional capital by issuing equity securities, our stockholders may experience substantial dilution. We may sell common stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. If we sell common stock, convertible securities or other equity securities in more than one transaction, investors may be materially diluted by subsequent sales. These sales may also result in material dilution to our existing stockholders, and new investors could be granted rights superior to our existing stockholders. Any sale or issuance of securities may also cause the market price of our stock to decline.

Sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares of common stock intend to sell shares, could reduce the market price of our common stock. As of June 30, 2026, we have 103,480,053 shares of common stock outstanding. Significant portions of these shares are held by a small number of stockholders, including persons who were our stockholders prior to our IPO. Sales by our stockholders of a substantial number of shares, or the expectation that such sales may occur, could significantly reduce the market price of our common stock. Moreover, certain shares of our common stock have rights, subject to conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. We have also registered or intend to register all shares of common stock that we may issue under our equity compensation plans or that are issuable upon exercise of outstanding options. These shares can be freely sold in the public market upon issuance and once vested, subject to volume limitations applicable to affiliates. In addition, our directors, executive officers and certain affiliates may establish programmed selling plans under Rule 10b5-1 of the Exchange Act for the purpose of effecting sales of our common stock. If any of these events cause a large number of our shares to be sold, or if it is perceived that they will be sold, in the public market, the market price of our common stock could decline.

General Risk Factors

We are subject to certain U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations. We can face serious consequences for violations.

Among other matters, the U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations, which are collectively referred to as Trade Laws, prohibit companies and their employees, agents, clinical research organizations, legal counsel, accountants, consultants, contractors, and other partners from authorizing, promising, offering, providing, soliciting, or receiving directly or indirectly, corrupt or improper payments or anything else of value to or from recipients in the public or private sector. Violations of Trade Laws can result in substantial criminal fines and civil penalties, imprisonment, the loss of trade privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities, and other organizations. We also expect our non-U.S. activities to increase in time. We plan to engage third parties for clinical trials and/or to obtain necessary permits, licenses, patent registrations, and other regulatory approvals and we can be held liable for the corrupt or other illegal activities of our personnel, agents, or partners, even if we do not explicitly authorize or have prior knowledge of such activities.

Adverse developments affecting the financial services industry, such as actual events or concerns involving liquidity, defaults or non-performance by financial institutions or transactional counterparties, could adversely affect our company's current and projected business operations and its financial condition and results of operations.

Actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems.

Inflation and rapid increases in interest rates have led to a decline in the trading value of previously issued government securities with interest rates below current market interest rates. Although the U.S. Department of Treasury, FDIC and Federal Reserve Board have announced a program to provide up to $25 billion of loans to financial institutions secured by certain of such government securities held by financial institutions to mitigate the risk of potential losses on the sale of such instruments, widespread demands for customer withdrawals or other liquidity needs of financial institutions for immediately liquidity may exceed the capacity of such program. There is no guarantee that the U.S. Department of Treasury, FDIC and Federal Reserve Board will provide access to uninsured funds in the future in the event of the closure of other banks or financial institutions, or that they would do so in a timely fashion.

Although we assess our banking and customer relationships as we believe necessary or appropriate, our access to funding sources and other credit arrangements in amounts adequate to finance or capitalize our current and projected future business operations could be significantly impaired by factors that affect our company, the financial institutions with which we have credit agreements or arrangements directly, or the financial services industry or economy in general. These factors could include, among others, events such as liquidity constraints or failures, the ability to perform obligations under various types of financial, credit or liquidity agreements or arrangements, disruptions or instability in the financial services industry or financial markets, or concerns or negative expectations about the prospects for companies in the financial services industry. These factors could involve financial institutions or financial services industry companies with which we have financial or business relationships, but could also include factors involving financial markets or the financial services industry generally.

The results of events or concerns that involve one or more of these factors could include a variety of material and adverse impacts on our current and projected business operations and our financial condition and results of operations. These could include, but may not be limited to, the following:

- delayed access to deposits or other financial assets or the uninsured loss of deposits or other financial assets;
- loss of access to revolving existing credit facilities or other working capital sources and/or the inability to refund, roll over or extend the maturity of, or enter into new credit facilities or other working capital resources;
- potential or actual breach of contractual obligations that require us to maintain letters of credit or other credit support arrangements;
- potential or actual breach of financial covenants in our credit agreements or credit arrangements;
- potential or actual cross-defaults in other credit agreements, credit arrangements or operating or financing agreements; or
- termination of cash management arrangements and/or delays in accessing or actual loss of funds subject to cash management arrangements.

In addition, investor concerns regarding the U.S. or international financial systems could result in less favorable commercial financing terms, including higher interest rates or costs and tighter financial and operating covenants, or systemic limitations on access to credit and liquidity sources, thereby making it more difficult for us to acquire financing on acceptable terms or at all. Any decline in available funding or access to our cash and liquidity resources could, among other risks, adversely impact our ability to meet our operating expenses, financial obligations or fulfill our other obligations, result in breaches of our financial and/or contractual obligations or result in violations of federal or state wage and hour laws. Any of these impacts, or any other impacts resulting from the factors described above or other related or similar factors not described above, could have material adverse impacts on our liquidity and our current and/or projected business operations and financial condition and results of operations.

In addition, any further deterioration in the macroeconomic economy or financial services industry could lead to losses or defaults by our customers or suppliers, which in turn, could have a material adverse effect on our current and/or projected business operations and results of operations and financial condition. For example, a customer may fail to make payments when due, default under their agreements with us, become insolvent or declare bankruptcy, or a supplier may determine that it will no longer deal with us as a customer. In addition, a customer or supplier could be adversely affected by any of the liquidity or other risks that are described above as factors that could result in material adverse impacts on our company, including but not limited to delayed access or loss of access to uninsured deposits or loss of the ability to draw on existing credit facilities involving a troubled or failed financial institution. Any customer or supplier bankruptcy or insolvency, or the failure of any customer to make payments when due, or any breach or default by a customer or supplier, or the loss of any significant supplier relationships, could result in material losses to us and may have material adverse impacts on our business.

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

We are an "emerging growth company" as defined in the JOBS Act. For as long as we continue to be an "emerging growth company," we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including (1) not being required to comply with the independent auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended, or Section 404, (2) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and (3) exemptions from the requirements of holding nonbinding advisory stockholder votes on executive compensation and stockholder approval of any golden parachute payments not approved previously. In addition, as an "emerging growth company," we are only required to provide two years of audited financial statements and two years of selected financial data in our periodic reports.

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

Even after we no longer qualify as an "emerging growth company," we may still qualify as a "smaller reporting company," which would allow us to take advantage of many of the same exemptions from disclosure requirements, including not being required to comply with the independent auditor attestation requirements of Section 404 and reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our share price may be more volatile.

Under the JOBS Act, "emerging growth companies" can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to take advantage of the benefits of this extended transition period. Our financial statements may therefore not be comparable to those of companies that comply with such new or revised accounting standards. Until the date that we are no longer an "emerging growth company" or affirmatively and irrevocably opt out of the exemption provided by Section 7(a)(2)(B) of the Securities Act, upon issuance of a new or revised accounting standard that applies to our financial statements and that has a different effective date for public and private companies, we will disclose the date on which adoption is required for non-emerging growth companies and the date on which we will adopt the recently issued accounting standard.

We are also a "smaller reporting company," meaning that the market value of our stock held by non-affiliates is less than $700.0 million and our annual revenue is less than $100.0 million during the most recently completed fiscal year. We may continue to be a "smaller reporting company" until (i) the market value of our stock held by non-affiliates is less than $250.0 million or (ii) our annual revenue is less than $100.0 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700.0 million as of the prior June 30. If we are a "smaller reporting company" at the time we cease to be an "emerging growth company," we may continue to rely on exemptions from certain disclosure requirements that are available to "smaller reporting companies." Specifically, as a "smaller reporting company" we may choose to present only the two most recent fiscal years of audited financial statements in our Annual Report on Form 10-K and, similar to emerging growth companies, "smaller reporting companies" have reduced disclosure obligations regarding executive compensation.

The market price of our stock may be volatile, and you could lose all or part of your investment.

The trading price of our common stock is highly volatile and subject to wide fluctuations in response to various factors, some of which we cannot control. As a result of this volatility, you may not be able to sell your common stock at or above the price you paid for your common stock. The market price for our common stock may be influenced by many factors, including the other risks described in the section of this Quarterly Report titled "Risk Factors" and the following:

- results of preclinical studies and results or enrollment of clinical trials of bel-sar or our future product candidates, or those of our potential future competitors or our existing or future collaborators;
- regulatory or legal developments in the United States and other countries, especially changes in laws or regulations applicable to our product candidates;
- the success of future competitive products or technologies;
- introductions and announcements of new products by us, our future commercialization partners, or our competitors, and the timing of these introductions or announcements;
- actions taken by regulatory agencies with respect to our products, clinical trials, manufacturing process or sales and marketing terms;
- actual or anticipated variations in our financial results or those of companies that are perceived to be similar to us;
- the success of our efforts to acquire or in-license additional technologies, products or product candidates;
- developments concerning any future collaborations, including but not limited to those with our sources of manufacturing supply and our commercialization partners;
- market conditions in the pharmaceutical and biotechnology sectors;
- announcements by us or our competitors of significant acquisitions, strategic collaborations, joint ventures or capital commitments;
- developments or disputes concerning patents or other proprietary rights, including patents, litigation matters and our ability to obtain patent protection for bel-sar or our future product candidates and products;
- our ability or inability to raise additional capital and the terms on which we raise it;
- the recruitment or departure of key personnel;
- changes in the structure of healthcare payment systems;
- actual or anticipated changes in earnings estimates or changes in stock market analyst recommendations regarding our common stock, other comparable companies or our industry generally;
- our failure or the failure of our competitors to meet analysts' projections or guidance that we or our competitors may give to the market;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- announcement and expectation of additional financing efforts;
- speculation in the press or investment community;
- trading volume of our common stock;
- sales of our common stock by us or our stockholders;
- the concentrated ownership of our common stock;
- changes in accounting principles;
- natural disasters, pandemics and other calamities;
- acts of war or periods of widespread civil unrest, including the increasingly volatile global economic conditions resulting from the Russia-Ukraine conflict and the conflict in the Middle East; and
- general economic, industry, and market conditions, including inflationary pressures.

In addition, the stock market in general, and the markets for pharmaceutical, biopharmaceutical and biotechnology stocks in particular, have experienced extreme price and volume fluctuations that have been often unrelated or disproportionate to the operating performance of the issuer. These broad market and industry factors may seriously harm the market price of our common stock, regardless of our actual operating performance. The realization of any of the above risks or any of a broad range of other risks, including those described in this "Risk Factors" section, could have a dramatic and adverse impact on the market price of our common stock.

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

We have incurred and will continue to incur increased costs as a result of operating as a public company, and our management devotes substantial time to compliance initiatives.

As a public company, and particularly after we are no longer an "emerging growth company," we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act and rules implemented by the SEC and Nasdaq have imposed various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our Board, our Board committees or as executive officers. The increased costs may require us to reduce costs in other areas of our business or increase the prices of our products once commercialized. Moreover, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Pursuant to Section 404, we will be required to furnish a report by our management on our internal control over financial reporting, including an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. However, while we remain an "emerging growth company," we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. In addition, for as long as we are a "smaller reporting company" with less than $100 million in annual revenue, we would be exempt from the requirement to obtain an external audit on the effectiveness of internal control over financial reporting provided in Section 404(b) of the of the Sarbanes-Oxley Act of 2002. To achieve compliance with Section 404 within the prescribed period, we will 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 dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that neither we nor our independent registered public accounting firm will be able to conclude within the prescribed timeframe that our internal control over financial reporting is effective as required by Section 404. This could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. In addition, if we are not able to continue to meet these requirements, we may not be able to remain listed on Nasdaq.

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

We are subject to the periodic reporting requirements of the Exchange Act. We have designed our disclosure controls and procedures to reasonably assure that information we must disclose in reports we file or submit under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC.

However, any disclosure controls and procedures or internal controls and procedures, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system will be met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. 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.

Global economic uncertainty and unfavorable global economic conditions caused by political instability, changes in trade agreements and conflicts, such as the Russia-Ukraine conflict and the conflict in the Middle East, could adversely affect our business, financial condition, results of operations or prospects.

Our business, financial condition, results of operations or prospects could be adversely affected by unstable economic and political conditions within the United States and foreign jurisdictions, including as a result of an economic downturn and geopolitical events, such as changes in U.S. federal policy that affect the geopolitical landscape. Changes to policy implemented by the U.S. Congress, the Trump administration or any new administration have impacted and may in the future impact, among other things, the U.S. and global economy, international trade relations, unemployment, immigration, healthcare, taxation, the U.S. regulatory environment, inflation and other areas. For example, during the prior Trump administration, increased tariffs were implemented on goods imported into the United States, particularly from China, Canada, and Mexico. Additionally, on April 2, 2025, the United States imposed substantial tariffs on most countries throughout the world. Such tariffs were struck down in February 2026 by a U.S. Supreme Court ruling and new global tariffs were subsequently imposed. Although these new tariffs may be temporary and may be subject to legal challenge, the Trump administration has threatened to continue to broadly impose tariffs, which could lead to corresponding punitive actions by countries with which the United States trades. Historically, tariffs have led to increased political tensions, between not only the United States and China, but also between the United States and other countries in the international community. In response to tariffs, other countries have implemented retaliatory tariffs on U.S. goods. Political tensions as a result of trade policies could reduce trade volume, investment, technological exchange and other economic activities between major international economies, resulting in a material adverse effect on global economic conditions and the stability of global financial markets. Any changes in political, trade, regulatory, and economic conditions, including U.S. trade policies, could have a material adverse effect on our financial condition or results of operations. Until we know what policy changes are made, whether those policy changes are challenged and subsequently upheld by the court system and how those changes impact our business and the business of our competitors over the long term, we will not know if, overall, we will benefit from them or be negatively affected by them.

In addition, the current military conflicts between Russia and Ukraine and in the Middle East and elsewhere, could disrupt or otherwise adversely impact our operations and those of third parties upon which we rely. Related sanctions, export controls or other actions that may be initiated by nations including the United States, the EU or Russia (e.g., potential cyberattacks, disruption of energy flows, etc.), which could adversely affect our business and/or our supply chain, our CROs, CDMOs and other third parties with which we conduct business. A severe or prolonged economic downturn or political unrest could result in a variety of risks to our business, including but not limited to weakened demand for our product candidates and our 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, or cause our customers to delay making payments for our services. Any of the foregoing could harm our business and we cannot anticipate all of the ways in which the current political and economic climate and financial market conditions could adversely impact our business.

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

(a) Recent Sales of Unregistered Equity Securities

None.

(b) Use of Proceeds from the Initial Public Offering of Common Stock

None.

(c) Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

(c) Insider Trading Arrangements

None of our directors or officers, as defined in Rule 16a-1(f) under the Securities Act, adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement, as defined in Item 408(c) of Regulation S-K, during the quarter ended June 30, 2026.

Item 6. Exhibits.

Exhibit Number	Description
3.1*	Tenth Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect, as amended by the Certificate of Amendment, dated June 20, 2024, and the Certificate of Amendment, dated August 5, 2026.
3.2	Amended and Restated Bylaws of the Registrant, as currently in effect (incorporated by reference to Exhibit 3.2 of the Registrant's Annual Report on Form 10-K (File No. 001-40971) filed on March 23, 2022).
4.1	Fifth Amended and Restated Investors' Rights Agreement (incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-1, as amended (File No. 333-260156) filed on October 8, 2021).
4.2	Form of Pre-Funded Warrant to Purchase Common Stock (incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K (File No. 001-40971) filed on May 5, 2026).
10.1*†^	Employment Offer Letter, dated as of April 29, 2026, by and between Natalie Holles and the Registrant.
10.2*^	Amended and Restated Consulting Agreement, dated as of April 29, 2026, by and between Elisabet de los Pinos and the Registrant.
10.3*^	Separation Agreement, dated as of April 29, 2026, by and between Elisabet de los Pinos and the Registrant.
10.4*^	Amendment No.1 to the 2021 Stock Option and Incentive Plan.
10.5†*	Stock Purchase Agreement, dated as of April 30, 2026, by and between the Registrant and Matrix Capital Management Master Fund, LP.
10.6^	Aura Biosciences, Inc. Amended and Restated Non-Employee Director Compensation Policy (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K (File No. 001-40971) filed on July 8, 2026)
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1#	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Filed herewith.

† Certain information in this document (indicated by asterisks) has been excluded pursuant to Regulation S-K, Item 601(a)(6).

These certifications are furnished to the SEC pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall they be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

^ Indicates a management contract or any compensatory plan, contract or arrangement.

SIGNATURES

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

Aura Biosciences, Inc.

Date: August 11, 2026 By: /s/ Natalie Holles

Natalie Holles
Chief Executive Officer and President
(Principal Executive Officer)

Date: August 11, 2026 By: /s/ Anthony Gibney

Anthony Gibney
Chief Financial and Business Officer
(Principal Financial Officer)

Date: August 11, 2026 By: /s/ Amy Elazzouzi

Amy Elazzouzi
Senior Vice President, Finance
(Principal Accounting Officer)

Exhibit 3.1

TENTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

AURA BIOSCIENCES, INC.

Aura Biosciences, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Aura Biosciences, Inc. The date of the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was January 13, 2009 (the "Original Certificate"). The name under which the Corporation filed the Original Certificate was Aura Biosciences, Inc.

2. This Tenth Amended and Restated Certificate of Incorporation (the "Certificate") amends, restates and integrates the provisions of the Ninth Amended and Restated Certificate of Incorporation that was filed with the Secretary of State of the State of Delaware on March 17, 2021 (the "Amended and Restated Certificate"), and was duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL").

3. The text of the Amended and Restated Certificate is hereby amended and restated in its entirety to provide as herein set forth in full.

ARTICLE I

The name of the Corporation is Aura Biosciences, Inc.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 and County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

CAPITAL STOCK

The total number of shares of capital stock which the Corporation shall have authority to issue is one hundred and sixty million (160,000,000), of which (i) one hundred and fifty million (150,000,000) shares shall be a class designated as common stock, par value $0.00001 per share (the "Common Stock"), and (ii) ten million (10,000,000) shares shall be a class designated as undesignated preferred stock, par value $0.00001 per share (the "Undesignated Preferred Stock").

Except as otherwise provided in any certificate of designations of any series of Undesignated Preferred Stock, the number of authorized shares of the class of Common Stock or Undesignated Preferred Stock may from time to time be increased or decreased (but not below the number of shares of such class outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation irrespective of the provisions of Section 242(b)(2) of the DGCL.

The powers, preferences and rights of, and the qualifications, limitations and restrictions upon, each class or series of stock shall be determined in accordance with, or as set forth below in, this Article IV.

A. COMMON STOCK

Subject to all the rights, powers and preferences of the Undesignated Preferred Stock and except as provided by law or in this Certificate (or in any certificate of designations of any series of Undesignated Preferred Stock):

(a) the holders of the Common Stock shall have the exclusive right to vote for the election of directors of the Corporation (the "Directors") and on all other matters requiring stockholder action, each outstanding share entitling the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate (or on any amendment to a certificate of designations of any series of Undesignated Preferred Stock) that alters or changes the powers, preferences, rights or other terms of one or more outstanding series of Undesignated Preferred Stock if the holders of such affected series of Undesignated Preferred Stock are entitled to vote, either separately or together with the holders of one or more other such series, on such amendment pursuant to this Certificate (or pursuant to a certificate of designations of any series of Undesignated Preferred Stock) or pursuant to the DGCL;

(b) dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends, but only when and as declared by the Board of Directors or any authorized committee thereof; and

(c) upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock.

B. UNDESIGNATED PREFERRED STOCK

The Board of Directors or any authorized committee thereof is expressly authorized, to the fullest extent permitted by law, to provide by resolution or resolutions for, out of the unissued shares of Undesignated Preferred Stock, the issuance of the shares of Undesignated Preferred Stock in one or more series of such stock, and by filing a certificate of designations pursuant to applicable law of the State of Delaware, to establish or change from time to time the number of shares of each such series, and to fix the designations, powers, including voting powers, full or limited, or no voting powers, preferences and the relative, participating, optional or other special rights of the shares of each series and any qualifications, limitations and restrictions thereof.

ARTICLE V

STOCKHOLDER ACTION

1. Action without Meeting. Any action required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders and may not be taken or effected by a written consent of stockholders in lieu thereof. Notwithstanding anything herein to the contrary, the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of capital stock entitled to vote thereon, and the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of this Article V, Section 1.

2. Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock, special meetings of the stockholders of the Corporation may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office, and special meetings of stockholders may not be called by any other person or persons. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation.

ARTICLE VI

DIRECTORS

1. General. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided herein or required by law.

2. Election of Directors. Election of Directors need not be by written ballot unless the By-laws of the Corporation (the "By-laws") shall so provide.

3. Number of Directors; Term of Office. The number of Directors of the Corporation shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors. The Directors, other than those who may be elected by the holders of any series of Undesignated Preferred Stock, shall be classified, with respect to the term for which they severally hold office, into three classes. The Class I Directors of the Corporation shall be Giovanni Mariggi, Ph.D. Raj Parekh, Ph.D. and Elisabet de los Pinos, Ph.D.; the Class II Directors of the Corporation shall be David Johnson and Karan Takhar; and the Class III Directors of the Corporation shall be Sapna Srivastava and Antony Mattessich. The Class I Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2022, the Class II Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2023, and the Class III Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2024. At each annual meeting of stockholders, Directors elected to succeed those Directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. Notwithstanding the foregoing, the Directors elected to each class shall hold office until their successors are duly elected and qualified or until their earlier resignation, death or removal.

Notwithstanding the foregoing, whenever, pursuant to the provisions of Article IV of this Certificate, the holders of any one or more series of Undesignated Preferred Stock shall have the right, voting separately as a series or together with holders of other such series, to elect Directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Certificate and any certificate of designations applicable to such series.

Notwithstanding anything herein to the contrary, the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of capital stock entitled to vote thereon, and the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of this Article IV, Section 3.

4. Vacancies. Subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock to elect Directors and to fill vacancies in the Board of Directors relating thereto, any and all vacancies in the Board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the Board of Directors, or the death, resignation, disqualification or removal of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the Board of Directors, and not by the stockholders. Any Director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. Subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock to elect Directors, when the number of Directors is increased or

decreased, the Board of Directors shall, subject to Article VI.3 hereof, determine the class or classes to which the increased or decreased number of Directors shall be apportioned; provided, however, that no decrease in the number of Directors shall shorten the term of any incumbent Director. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full Board of Directors until the vacancy is filled.

5. Removal. Subject to the rights, if any, of any series of Undesignated Preferred Stock to elect Directors and to remove any Director whom the holders of any such series have the right to elect, any Director (including persons elected by Directors to fill vacancies in the Board of Directors) may be removed from office (i) only with cause and (ii) only by the affirmative vote of the holders not less than two-thirds (2/3) of the outstanding shares of capital stock then entitled to vote at an election of Directors. At least forty-five (45) days prior to any annual or special meeting of stockholders at which it is proposed that any Director be removed from office, written notice of such proposed removal and the alleged grounds thereof shall be sent to the Director whose removal will be considered at the meeting.

ARTICLE VII

LIMITATION OF LIABILITY

A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as a Director, except for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL or (d) for any transaction from which the Director derived an improper personal benefit. If the DGCL is amended after the effective date of this Certificate to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any amendment, repeal or modification of this Article VII by either of (i) the stockholders of the Corporation or (ii) an amendment to the DGCL, shall not adversely affect any right or protection existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring before such amendment, repeal or modification of a person serving as a Director at the time of such amendment, repeal or modification.

Notwithstanding anything herein to the contrary, the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of capital stock entitled to vote thereon, and the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of this Article VII.

ARTICLE VIII

AMENDMENT OF BY-LAWS

1. Amendment by Directors. Except as otherwise provided by law, the By-laws of the Corporation may be amended or repealed by the Board of Directors by the affirmative vote of a majority of the Directors then in office.

2. Amendment by Stockholders. Except as otherwise provided therein, the By-laws of the Corporation may be amended or repealed at any annual meeting of stockholders, or special meeting of stockholders called for such purpose, by the affirmative vote of at least not less than two-thirds (2/3) of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class.

ARTICLE IX

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend or repeal this Certificate in the manner now or hereafter prescribed by statute and this Certificate, and all rights conferred upon stockholders herein are granted subject to this reservation. Except as otherwise required by this Certificate or by law, whenever any vote of the holders of capital stock of the Corporation is required to amend or repeal any provision of this Certificate, such amendment or repeal shall require the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of the majority of the outstanding shares of each class entitled to vote thereon as a class at a duly constituted meeting of stockholders called expressly for such purpose.

* * *

THIS TENTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION is executed as of this 2nd day of November, 2021.

AURA BIOSCIENCES, INC.

By:/s/ Elisabet de los Pinos
Name: Elisabet de los Pinos
Title: Chief Executive Officer and President

CERTIFICATE OF AMENDMENT
TO THE
TENTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
AURA BIOSCIENCES, INC.

(Pursuant to Section 242 of the
General Corporation Law of the State of Delaware)

Aura Biosciences, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The Corporation was originally incorporated pursuant to the General Corporation Law of the State of Delaware (the "DGCL") on January 13, 2009. A Tenth Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on November 2, 2021 (the "Charter"). Pursuant to Section 242 of the DGCL, this Certificate of Amendment (this "Amendment") amends certain provisions of the Charter.

2. This Amendment has been approved and duly adopted by the Corporation's Board of Directors and stockholders in accordance with the provisions of Section 242 of the DGCL.

3. The Charter is hereby amended by adding a new Article X to read in its entirety as follows:

"ARTICLE X.

LIMITATION OF OFFICER LIABILITY

To the fullest extent permitted by the DGCL, an Officer (as defined below) of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as an officer of the Corporation, except for liability (a) for any breach of the Officer's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for any transaction from which the Officer derived an improper personal benefit, or (d) arising from any claim brought by or in the right of the Corporation. If the DGCL is amended after the effective date of this Certificate to authorize corporate action further eliminating or limiting the personal liability of Officers, then the liability of an Officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. For purposes of this Article X, "Officer" shall mean an individual who has been duly appointed as an officer of the Corporation and who, at the time of an act or omission as to which liability is asserted, is deemed to have consented to service of process to the registered agent of the Corporation as contemplated by 10 Del. C. § 3114(b).

Any amendment, repeal or modification of this Article X by either of (i) the stockholders of the Corporation or (ii) an amendment to the DGCL, shall not adversely affect any right or protection existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring before such amendment, repeal or modification of a person serving as an Officer at the time of such amendment, repeal or modification."

IN WITNESS WHEREOF, this Amendment, having been duly adopted in accordance with Section 242 of the DGCL, has been duly executed by a duly authorized officer of the Corporation on this 20th day of June, 2024.

AURA BIOSCIENCES, INC.

By: /s/ Elisabet de los Pinos
Name: Elisabet de los Pinos, Ph.D.
Title: President and Chief Executive Officer

CERTIFICATE OF AMENDMENT
TO THE
TENTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
AURA BIOSCIENCES, INC.

(Pursuant to Section 242 of the
General Corporation Law of the State of Delaware)

Aura Biosciences, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

ARTICLE XThe Corporation was originally incorporated pursuant to the General Corporation Law of the State of Delaware (the "DGCL") on January 13, 2009. A Tenth Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on November 2, 2021 and amended on June 20, 2024 (as amended, the "Charter"). Pursuant to Section 242 of the DGCL, this Certificate of Amendment (this "Amendment") amends certain provisions of the Charter.

ARTICLE XIThis Amendment has been approved and duly adopted by the Corporation's Board of Directors and stockholders in accordance with the provisions of Section 242 of the DGCL.

ARTICLE XIIThe Charter is hereby amended by replacing the first paragraph of Article IV in its entirety as follows:

> "The total number of shares of capital stock which the Corporation shall have authority to issue is five hundred ten million (510,000,000), of which (i) five hundred million (500,000,000) shares shall be a class designated as common stock, par value $0.00001 per share (the "Common Stock"), and (ii) ten million (10,000,000) shares shall be a class designated as undesignated preferred stock, par value $0.00001 per share (the "Undesignated Preferred Stock")."

IN WITNESS WHEREOF, this Amendment, having been duly adopted in accordance with Section 242 of the DGCL, has been duly executed by a duly authorized officer of the Corporation on this 5th day of August, 2026.

AURA BIOSCIENCES, INC.

By: /s/ Natalie Holles
Name: Natalie Holles
Title: Chief Executive Officer and President

Exhibit 10.1

April 29, 2026

Natalie Holles
Email: [***]

Re: Offer of Employment

Dear Natalie,

Following up on our discussions, the following represents our offer regarding your employment by Aura Biosciences, Inc. (the "Company") as a full-time, "at will" employee. This letter agreement is referred to herein as this "Agreement". This offer and the terms of your employment with the Company (including compensation, benefits and equity awards) are subject to and conditioned upon the approval of the Company's Board of Directors (the "Board") in all respects.

Your title and position will be Chief Executive Officer and President and will report to the Board. Subject to the approval of the Board, you will also serve as a director of the Company. As a full-time employee of the Company, you will be expected to devote your full-time business time and energies to the business and affairs of the Company, provided that you may engage in civic and charitable activities and serve as a director on the boards of directors of up to two companies (in addition to the Company), provided such activities do not, individually or collectively, interfere with the performance of your duties hereunder or otherwise conflict with or violate the terms of this Agreement, any other agreement between you and the Company or the Company's Code of Business Conduct and Ethics as determined by the Board.

1. **Salary and Expenses:** Your compensation will be a starting salary of seven hundred thousand ($700,000) Dollars per annum subject to any Company discretionary increase (the "Base Salary"), which will be paid semimonthly or in accordance with the Company's normal payroll practices in effect from time to time. In accordance with Company policies and procedures, you will be reimbursed for all reasonable out-of-pocket expenses incurred by you on behalf of the Company, in accordance with Company policy.

2. **Bonus:** You will be eligible to receive an annual bonus targeted at fifty-five percent (55%) of your Base Salary based on the performance of the Company and consistent with the terms of the Company's Senior Executive Cash Incentive Bonus Plan (the "Bonus"). The amount of the Bonus, if any, will be at the sole discretion of the Board. You must be employed on the date that the Bonus is paid to be eligible to receive the Bonus. Your Bonus will be paid no later than March 15 of the following calendar year. For 2026, your bonus will be prorated based on your Start Date (as defined below), as calculated by the Company.

3. **Equity:** You will be eligible to be granted the following, subject to the approval of the Board:

    (a) An equity award equal to approximately 2.5 percent of the Company's aggregate common stock and pre-funded warrants to purchase common stock issued and outstanding on the date of grant, comprised of approximately 75 percent a stock option to purchase shares of the Company's common stock (the "Option Award") and 25 percent restricted stock units for shares of the Company's common stock ("RSUs"), in each case, based on the grant-date fair value and as determined by the Board (presently, for illustration only, this equity award would be a stock

option to purchase one million three hundred twenty-six thousand (1,326,000) shares of the Company's common stock and three hundred sixty-seven thousand (367,000) restricted stock units for shares of the Company's common stock). Both the Option Award and the RSUs may either be granted under the Company's 2021 Equity Incentive Plan, as amended (the "2021 Plan"), and the forms of award agreements thereunder, or the inducement award exception set forth in Nasdaq Marketplace Rule 5635(c)(4) outside of the 2021 Plan and be subject to terms substantially similar to the 2021 Plan and the forms of award agreements thereunder ("Inducement Award Exception"), as determined by the Board. The exercise price of the Option Award will equal the fair market value of the Company's common stock on the date of grant and the vesting terms of the Option Award and RSUs will be outlined in the applicable equity agreements, as determined by the Board. You will be eligible for annual equity grants for years after 2026, subject to the approval of the Board. Any such grant will be subject to vesting and other terms in accordance with a grant agreement and the 2021 Plan (or any future Company equity plan from time to time).

(b) An equity award equal to approximately 0.5 percent of the Company's aggregate common stock and pre-funded warrants to purchase common stock issued and outstanding on the date of grant, in the form of performance-based restricted stock units for shares of the Company's common stock ("PRSUs"), as determined by the Board (presently, for illustration only, this equity award would be three hundred thirty-nine thousand (339,000) performance-based restricted stock units for shares of the Company's common stock). The PRSUs may either be granted under the 2021 Plan and the form of award agreement thereunder or the Inducement Award Exception, as determined by the Board. The PRSUs will be subject to both time-based vesting and the achievement of a Performance Condition (as defined below), both of which must be satisfied before the PRSUs will be deemed vested. The PRSUs shall vest in four substantially equal annual installments in accordance with the Company's standard practices and as determined by the Board, subject to your continued service as of each such Time-based Vesting Date and the satisfaction of the Performance Condition. If the volume-weighted average price of the Company's common stock, as reported on the Nasdaq Global Select Market or other national securities exchange, over thirty (30) consecutive trading days prior to the Expiration Date (as defined below) equals or exceeds 200% (the "Measurement Price") of the closing price of the Company's common stock on the trading date immediately prior to the Company's public announcement of your appointment as its Chief Executive Officer (the "Performance Condition"), the Performance Condition shall be deemed satisfied. The Expiration Date shall be the earlier of (i) the sixth (6^{th}) anniversary of the date of grant and (ii) the date you no longer have a Service Relationship (as defined in the 2021 Plan). Any such PRSUs that have not vested on or prior to the Expiration Date shall be forfeited for no consideration. Upon a Sale Event (as defined in the 2021 Plan) that is consummated prior to satisfaction of the Performance Condition and the Expiration Date, the Performance Condition shall be deemed satisfied if the Sale Price (as defined in the 2021 Plan) is equal to or in excess of the Measurement Price (and, for the avoidance of doubt, if the Performance Condition is satisfied as of or prior to such Sale Event, the PRSUs shall be treated as time-based awards for purposes of Section 7(a) of the Severance Plan (as defined below)). In the event the Performance Condition is not satisfied on or prior to consummation of the Sale Event, then except as the

Administrator (as defined in the 2021 Plan) may otherwise determine, the PRSUs shall be forfeited.

4. **Benefits**: As a full-time employee, and for so long as you meet the eligibility requirements of such insurance, you will be entitled to health insurance benefits currently available (currently healthcare, dental and vision) for which you are eligible, and you may elect to cover your spouse and immediate family. During 2026, there is no employee contribution to premiums, but this is subject to change. We also offer a 401(k) retirement plan for which you will be eligible to participate approximately three months after the Start Date, and the Company currently matches up to six percent (6%), subject to applicable limitations. Further, you will be entitled to four (4) weeks of paid vacation annually, which shall be utilized and accrued in accordance with the Company's vacation policy (including any state specific policy). The Company retains the right to change, add or cease any particular benefit. Please note that your participation in any benefit plans, policies or practices of the Company is subject to meeting the eligibility requirements thereof, which may include a minimum duration of employment or number of hours of service, and the Company's benefit programs, which are subject to change by the Company in its discretion.

5. **Restrictive Covenants Agreement; Indemnification Agreement.**

(a) The Company considers the protection of its confidential information and proprietary materials to be very important. Therefore, as a condition of your employment, you and the Company will execute a Confidential Information, Non-Solicitation, and Invention Assignment Agreement, substantially in the form previously provided to you by the Company (the "Restrictive Covenants Agreement").

(b) You and the Company will execute an Officer Indemnification Agreement, substantially in the form previously provided to you by the Company.

6. **Termination; Executive Severance Plan**.

(a) No provision of this Agreement shall be construed to create an express or implied employment contract for a specific period of time and you will be employed by the Company "at will." This means that you may terminate your employment with the Company at any time and for any reason or no reason, upon five (5) days' prior written notice to the Company. Likewise, the Company reserves the right to terminate your employment at any time and for any reason or no reason, upon five (5) days' prior written notice to you or up to five (5) days' pay in lieu of any such notice; provided, however, that in the event of a termination for Cause (as defined in the Company's Executive Severance Plan (as amended, the "Severance Plan")), no prior notice (written or otherwise) will be required. In the event of the termination of your employment with the Company by either you or the Company for any reason or no reason, subject to Section 6(b) below, your salary under Section 1 (and the vesting of any stock options and RSUs under Section 2) shall immediately cease and this Agreement shall terminate; however, notwithstanding the foregoing, the Restrictive Covenants Agreement and Section 11 of this Agreement shall survive and remain in full force and effect in accordance with their terms.

(b) Subject to the terms and conditions thereof, including without limitation, the approval of the Board, you will be eligible to participate in the Severance Plan, as in effect on the date of your execution of a Participation Agreement, as a Tier One Executive (each as defined in the Severance Plan).

(c) In the event that you no longer hold the position of the Company's Chief Executive Officer ("CEO") for any reason, you agree you will immediately offer in writing to the Chairman of the Board to tender your resignation from the Board and, if accepted by the Board, you will resign from the Board effective as of the date that you are no longer the CEO.

7. **Status**: The Immigration Reform and Control Act requires employers to verify the employment eligibility and identity of new employees. You will need to complete the I-9 Form and bring it, together with the appropriate documents, with you when you report for work. We will not be able to employ you if you cannot comply with this requirement.

8. **Job location:** The Company has agreed that you will be working remotely from the State of California but will travel, including to the Company's office in Boston, MA, as reasonably deemed necessary by the Board.

9. **Background and Reference Checks:** The Company has the right to rescind this offer pending results, in its sole discretion, of background and reference checks.

10. **Start date and Assurances:** Your start date as a full-time employee of the Company shall be on April 30, 2026, or as otherwise mutually agreed (the "Start Date"). You represent that (i) you are not a party to any agreement that would prohibit you from entering into employment with the Company; (ii) you have brought to the Company's attention and provided it with a copy of any agreement that may impact your future employment with the Company or performing the services contemplated, including but not limited to any non-disclosure, non-competition, non-solicitation or invention assignment agreements containing future work restrictions; and (iii) you are not and will not during your employment engage in any activities that present a conflict of interest with the Company or your employment. You represent that prior to the Start Date, you will not take any actions on behalf of the Company or engage in any discussions or communications on behalf of the Company, including, without limitation, with any prospective Company employees or other service providers, in each case, unless directed by, and coordinated with, the Board.

11. **Non-disparagement**: Unless as required by law or valid subpoena, you agree that you will not, whether during your employment or thereafter, directly or indirectly, make or ratify any statement, public or private, oral or written, to any person that disparages, either professionally or personally, the Company or any of its known affiliates, past and present, and each of them, as well as its and their known trustees, directors, officers, members, managers, partners, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them.

12. **General:**

(1) Subject to your timely execution and return of this Agreement and the Restrictive Covenants Agreement to the Company, and the other conditions hereof, this offer is binding and your employment with the Company will become effective on the Start Date. This Agreement, the Restrictive Covenants Agreement, and, subject to your execution of a Participation Agreement, the Severance Plan, constitute our entire agreement as to the terms of your employment by the Company and will supersede any prior agreements or understanding, whether in writing or oral.

(2) This Agreement shall be governed by the laws of the State of California, without application of its principles of conflict laws.

(3) This Agreement is binding on the Company's successors and assigns.

[Remainder of Page Intentionally Left Blank]

Please sign and date this Agreement on the spaces provided below to acknowledge your agreement and acceptance hereof and return this Agreement to the Company by April 30, 2026, after which time it will expire.

We very much hope to work with you to build an exciting company together. Please feel free to call me if you have any questions.

Very truly yours,

AURA BIOSCIENCES, INC.

By: /s/ David Johnson
David Johnson, Chairman of the Board of Directors
Hereunto Duly Authorized

AGREED AND ACCEPTED	Date Accepted
/s/ Natalie Holles	4/29/2026
Natalie Holles	

Exhibit 10.2

May 1, 2026

PERSONAL AND CONFIDENTIAL

Elisabet de los Pinos

Re: Amended & Restated Consulting Agreement

Dear Ms. de los Pinos:

In connection with the termination of your employment with Aura Biosciences, Inc. (the "Company") effective on April 30, 2026 (the "Termination Date"), you and the Company entered into that certain Consulting Agreement dated as of April 30, 2026 (the "Prior Agreement"). The Company and you now desire to amend, restate, and supersede the Prior Agreement in its entirety. Accordingly, the terms set forth below shall constitute the amended and restated consulting agreement between you and the Company (this "Consulting Agreement"), which, upon execution by both parties, shall amend, restate, and supersede the Prior Agreement in its entirety. Now, therefore, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and Company hereby agree as follows:

1. Consulting Period; Services; Consideration. Provided you do not revoke and comply with that certain Transition and Release Agreement by and between you and the Company dated April 30, 2026 (the "Release Agreement"), the term of this Consulting Agreement and your services as a consultant for the Company shall commence immediately following the Termination Date and, unless terminated earlier pursuant to Section 6 below, shall continue in effect through the six (6) month anniversary of the Termination Date (such anniversary, the "Outside Date," and, such period, the "Consulting Period"). During the Consulting Period, you shall provide to the Company the services reasonably requested by the Chief Executive Officer of the Company that relate to the transition of your responsibilities during your employment as Chief Executive Officer (the "Services"), with such Services not to exceed ten (10) hours per month, unless otherwise mutually agreed by you and the Company. As consideration for your agreement to this Consulting Agreement, subject in each case to (i) the terms of the Company's Amended and Restated 2009 Stock Option and Restricted Stock Plan, 2018 Equity Incentive Plan and 2021 Stock Option and Incentive Plan and the associated award agreements thereunder (collectively, the "Equity Documents"), unless otherwise specified herein, and (ii) you executing, not revoking, and complying with the terms of the Release Agreement, and (iii) complying with the terms of this Consulting Agreement, you shall receive the following benefits, to which you agree you would not otherwise be entitled:

(a) Post-Termination Exercise Period Extension: Notwithstanding anything to the contrary in the Equity Documents, the Company will extend the period of time in which you may exercise any vested options to purchase shares of common stock in the capital of the Company ("Options") until the earlier of (i) June 30, 2028 and (ii) the original expiration date for the applicable Option, subject to any earlier termination as may be required pursuant to the Equity Documents. You acknowledge that such extension of the post-termination exercise period for the vested Options described herein will cause the Options, if they were intended to qualify as incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, to be taxable as a nonqualified stock options under U.S. federal tax laws.

(b) Consulting Period Accelerated Vesting: Notwithstanding anything to the contrary in the Equity Documents, your previously granted equity awards (collectively, and including the Options, the "Equity Grants") that are unvested as of the Termination Date shall vest on an accelerated basis during the Consulting Period as follows: (i) three-sixths (3/6) of the unvested Equity Grants shall vest on

the ninety-first (91st) day following the Termination Date, (ii) one-sixth (1/6) of the unvested Equity Grants shall vest on the four (4) month anniversary of the Termination Date, (iii) one-sixth (1/6) of the unvested Equity Grants shall vest on the five (5) month anniversary of the Termination Date, and (iv) one-sixth (1/6) of the unvested Equity Grants shall vest on the six (6) month anniversary of the Termination Date, such that, as of the Outside Date, your Equity Grants shall be fully vested, exercisable, and/or nonforfeitable (as applicable); provided, however, that (x) if the Company terminates your engagement under this Consulting Agreement for Cause (as defined below) or if you terminate your engagement under this Consulting Agreement for any reason, other than as set forth in Section 6 below, your Equity Grants shall immediately cease vesting and (y) if the Company terminates your engagement under this Consulting Agreement without Cause, then any then unvested portion of the Equity Grants shall become fully vested, exercisable, and/or nonforfeitable (as applicable) as of such termination date.

(c) Change in Control Accelerated Vesting: Notwithstanding anything to the contrary in the Equity Documents and subject to approval by the Board, upon the consummation of a Change in Control (as defined below) while the Consulting Agreement is in effect, 100% of your Equity Grants shall immediately become fully vested, exercisable, and/or nonforfeitable (as applicable). For purposes of this Consulting Agreement, "Change in Control" shall mean (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company's outstanding voting power and outstanding stock immediately prior to such transaction do not own a majority of the outstanding voting power and outstanding stock or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction, (iii) the sale of all of the stock of the Company to an unrelated person, entity or group thereof acting in concert, or (iv) any other transaction in which the owners of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company.

2. Expenses. The Company shall reimburse you for reasonable and necessary out-of-pocket expenses incurred by you in the performance of the Services to the Company, provided such out-of-pocket expenses are approved in advance by the Company in writing and further supported by reasonable documentation.

3. Resignation from Other Positions. In connection with the ending of your employment, you hereby (i) resign from your status as an employee, officer or other positions you occupy at the Company and resign from your status as an employee, officer, director or other positions you occupy at any subsidiary of the Company, in each case, effective as of the last day of your employment and (ii) agree to execute such documentation as the Company reasonably requires to effectuate such resignations.

4. Ongoing Obligations. You are subject to continuing obligations under (i) your offer letter with the Company dated January 22, 2010 (including Section 6 ("Restrictive Covenants") and Section 7 ("Proprietary Rights")) (the "Offer Letter"), (ii) the Employment Agreement by and between you and the Company dated January 1, 2015, as amended on October 13, 2017 (the "Employment Agreement"), (iii) the Release Agreement (collectively, the "Ongoing Obligations"). The Ongoing Obligations shall remain in full force and effect, and are incorporated by reference herein. Additionally, you shall continue to be subject to the terms of the Company's Amended and Restated Insider Trading Policy and any other policies applicable to consultants.

5. Independent Contractor. You agree that you are not, nor shall you be deemed to be at any time during the term of this Consulting Agreement, an employee of the Company. Your status and relationship with the Company shall be that of an independent contractor and consultant. You shall not state or imply,

directly or indirectly, that you are empowered to bind the Company without the Company's prior written consent. Nothing herein shall create, expressly or by implication, a partnership, joint venture or other association between you and the Company. You acknowledge and agree that you are obligated to pay all taxes, unemployment, disability insurance and workers' compensation payments applicable to you or the Services, and that you will not be eligible for any employee benefits, except as specified herein or in the Release Agreement, and expressly waive any entitlement to such benefits. You agree that the Services will be provided by you directly and not any other person or entity.

Except insofar as it would preclude you from providing the Services under this Consulting Agreement or violate a term of this Consulting Agreement or the Ongoing Obligations, you are free to perform services for any other person.

6.Cancellation of Services. The Company may, at any time, terminate the performance of all or any portion of the Services to be provided hereunder and either you or the Company may terminate this Consulting Agreement upon sixty (60) days prior written notice to the nonterminating party stating its intention to terminate. The Company, however, may immediately terminate the Services and this Agreement for Cause. For purposes of this Consulting Agreement, "Cause" shall mean, as determined by the Company in good faith: (a) repeated refusal to perform the Services or follow a lawful directive from the Chief Executive Officer of the Company; (b) your material breach of any written agreement between you and the Company, including but not limited to this Consulting Agreement and the Ongoing Obligations; or (c) your gross negligence or willful misconduct that would reasonably be expected to result in material injury or reputational harm to the Company. You may terminate this agreement immediately upon the Company's material breach of this Consulting Agreement or the Release Agreement. In each case, to the extent the reason for the termination is curable, the terminating party shall provide in writing the reason for such termination within thirty (30) days of the condition giving rise to Cause, and the party receiving such notice of termination for Cause shall have thirty (30) days to cure such condition.

7.Warranties of Consultant. You represent to the Company that (i) with respect to any information, know-how, knowledge or data disclosed by you to the Company in the performance of this Consulting Agreement, you have the full and unrestricted right to disclose the same; and (ii) you are free to undertake the services required by this Agreement, and there is, and shall be, no conflict of interest between your performance of this Consulting Agreement and any obligation you may have to other parties.

8.Indemnification. You shall indemnify and hold the Company, its affiliates and their respective directors, officers, agents and employees harmless from and against all claims, demands, losses, damages and judgments, including court costs and attorneys' fees, arising out of or based upon any breach or alleged breach by you of any obligation set forth in this Consulting Agreement, or your gross negligence or willful misconduct. You further agree to indemnify the Company and hold it harmless to the extent of any obligation imposed on the Company (i) to pay withholding taxes or any other applicable taxes or (ii) otherwise resulting from you being determined not to be an independent contractor. The Company shall indemnify, defend, and hold harmless the Consultant from and against any and all claims, demands, losses, damages, liabilities, judgments, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from (A) any material breach or alleged material breach by the Company of this Consulting Agreement, or (B) the Company's gross negligence or willful misconduct. For the avoidance of doubt, Section 12 of the Employment Agreement (the "Indemnification") shall remain in full force and effect for any act or omission performed or omitted by you in connection with the Company's business or affairs prior to the Termination Date, and is incorporated by reference herein.

9.Entire Agreement; Jurisdiction; Governing Law; Interpretation. This Consulting Agreement, Ongoing Obligations, and the Indemnification constitute the entire agreement between you and the

Company with respect to the matters contained herein, and supersede all proposals and agreements, written or oral, and all other communications between you and the Company relating to the subject matter of this Consulting Agreement, including, without limitation, the Prior Agreement, the Offer Letter (other than with respect to the Ongoing Obligations), the Employment Agreement (other than with respect to the Ongoing Obligations and the Indemnification), and the Company's Executive Severance Plan (and your Participation Agreement thereunder). For the avoidance of doubt, upon execution of this Consulting Agreement, the Prior Agreement shall be of no further force or effect. You and the Company hereby agree that the state and federal courts of Massachusetts shall have the exclusive jurisdiction to consider any matters related to this Consulting Agreement. This Consulting Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. This Consulting Agreement may not be modified or amended except in writing signed or executed by you and the Company. In case any provisions (or portions thereof) contained in this Consulting Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Consulting Agreement, and this Consulting Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.Effective Date. To accept this Consulting Agreement, you must return a signed original or a signed PDF copy of this Consulting Agreement so that it is received by the General Counsel of the Company by 11:59 PM EST on May 1, 2026. This Consulting Agreement shall become effective on the day it becomes fully executed.

Please indicate your agreement to the terms of this Consulting Agreement by signing and returning to the Chief Executive Officer the original or a PDF copy of this Consulting Agreement within the time period set forth above.

Sincerely,

AURA BIOSCIENCES, INC.

By: /s/ Dave Johnson
Name: Dave Johnson

Its: Chairman of the Board of Directors

I agree to the terms of this Consulting Agreement.

/s/ Elisabet de los Pinos	5/1/2026
Elisabet de los Pinos	Date:

Exhibit 10.3

April 30, 2026

PERSONAL AND CONFIDENTIAL

Elisabet de los Pinos

Re: Separation Agreement

Dear Ms. de los Pinos:

This letter confirms the termination of your employment with Aura Biosciences, Inc. (the "Company"), effective April 30, 2026 (the "Separation Date").

If you enter into, do not revoke, and comply with this separation agreement (the "Release Agreement"), the Company will provide you with the opportunity to receive the severance benefits outlined in this Release Agreement, which you agree shall supersede the severance benefits set forth in your Offer of

Employment dated January 22, 2010 (the "Offer Letter"), the Employment Agreement dated January 1, 2015, as amended on October 13, 2017 (the "Employment Agreement"), and the Company's Executive Severance Plan (including your Participation Agreement thereunder, the "Severance Plan"). You and the Company agree that all notice provisions in Section 9 of the Employment Agreement have been fully satisfied.

With those understandings and regardless of whether you enter into the Release Agreement, the following bulleted terms and conditions apply in connection with the ending of your employment:

- The Company shall pay you salary, any accrued but unused vacation, and unpaid and properly documented business expenses accrued to you through the Separation Date.

- Your eligibility to participate in the Company's group health plans as an active employee will end in accordance with the terms and conditions of the health plans on April 30, 2026. The Company shall provide you with the opportunity to continue group health coverage at your own expense under the law known as "COBRA", subject to your COBRA eligibility as applicable. You will be notified by separate memoranda of your rights under COBRA. The COBRA benefits offered by the Company to you will include health insurance, dental insurance and vision insurance at the same level as currently offered to employees of the Company.

- Your eligibility to participate in the Company's other employee benefit plans and programs will cease in accordance with the terms and conditions of each of those benefit plans and programs. Your rights to benefits, if any, are governed by the terms and conditions of those benefit plans and programs; provided, however, the below Release Agreement shall supersede any rights to benefits under the Offer Letter, Employment Agreement, or the Severance Plan.

- In connection with the ending of your employment, you hereby (i) resign from your status as an employee, officer, director or other positions you occupy at the Company and resign from your status as an employee, officer, director or other positions you occupy at any subsidiary of the Company, in each case, effective as of the Separation Date and (ii) agree to execute such documentation as the Company reasonably requires to effectuate such resignations.

- You are subject to continuing obligations under Sections 6 and 7 of the Employment Agreement, the Consulting Agreement, this Release Agreement, and any other confidentiality and restrictive

covenant obligations you have to any of the Releasees (as defined below) (collectively, the "Ongoing Obligations"). The Ongoing Obligations remain in full force and effect.

The remainder of this letter proposes the Release Agreement between you and the Company. You and the Company agree as follows:

1. Separation Date and Consulting Agreement

Your employment with the Company shall terminate, effective as of the Separation Date. Following the Separation Date, you will immediately transition into an advisory role in which you provide certain advisory and transitional services to the Company, subject to the terms of a Consulting Agreement (the "Consulting Agreement"), attached hereto as Exhibit A.

2. Severance Benefits

Provided you enter into, do not revoke and comply with this Release Agreement, the Company shall provide you with the below "Severance Benefits."

a. Severance Pay: The Company shall pay you severance pay ("Severance Pay") by continuing your base salary effective for the twelve (12) month period immediately following the Separation Date (the "Severance Pay Period"). The Company shall pay you Severance Pay in installments on its regular payroll dates during the Severance Pay Period; provided that the Company shall not be obligated to pay any Severance Pay before the Effective Date (as defined below). If the Company does not make one or more payments of Severance Pay on a regular payroll date because this Release Agreement has not yet become effective, the Company shall make all such delayed payments by the first payroll date when it is practicable to do so after the Effective Date.

b. Health Benefits: If you elect COBRA continuation coverage, the Company shall pay the same portion of COBRA premiums that the Company pays for its active employees for the same level of group healthcare coverage as in effect for you on the Separation Date until the earliest of the following: (i) the end of the eighteen (18) month period immediately following the Separation Date (the "COBRA Period"); (ii) your eligibility for group medical care coverage through other employment; or (iii) the end of your eligibility under COBRA for continuation coverage for health care. You agree to notify the Company promptly if you become eligible for group medical care coverage through another employer. You also agree to respond promptly and fully to any reasonable requests for information by the Company concerning your eligibility for such coverage. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to you, it may convert such payments to payroll payments directly to you on the Company's regular payroll dates, which shall be subject to tax-related deductions and withholdings.

c. 2026 Bonus. The Company will pay you a bonus for the year 2026, which shall be calculated based on the greater of (i) the Company's achievement of goals and objectives approved by the Board, and (ii) your target annual cash incentive compensation, and prorated based on the number of days you were employed by the Company during the year 2026 up to and including the Separation Date (the "Bonus"). The Bonus shall be less taxes and withholdings and shall be paid at the same time as the Company pays bonuses to its executives, but in no event later than March 15, 2027.

d. Tax Treatment. The Company shall make deductions, withholdings and tax reports with respect to payments and benefits under this Release Agreement that it reasonably determines to be required. Payments under this Release Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Release Agreement shall be construed to require the Company to make any

payments to compensate you for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

3. Equity

During the course of your employment, you were awarded a total of 839,049 Restricted Stock Units (the "Award") and stock options to purchase 2,544,748 shares of the Company's common stock (the "Option"), in each case under the Company's 2009 Amended and Restated Stock Option and Restricted Stock Plan, 2018 Equity Incentive Plan and 2021 Stock Option and Incentive Plan and associated restricted stock unit award agreements and stock option agreements (collectively, the "Equity Documents"). As of the Separation Date, 415,374 Restricted Stock Units will have previously vested (all of which have been issued to you as shares) and 1,956,231 shares of the Option vested. As of the Separation Date, 52,512 of such vested Options were previously exercised by you. The remaining 423,675 Restricted Stock Units of the Award and 573,919 shares of the Option shall be unvested as of the Separation Date and shall become null and void as of such date, unless you enter into the Consulting Agreement under which your equity will continue to vest (as described below and in the Consulting Agreement). The vested and unexercised equity as of the Separation Date, along with any other equity that may vest during the Consulting Period (as described in the Consulting Agreement) is collectively referred to herein as the "Vested Equity".

The Vested Equity shall continue to be subject to the terms and conditions of the Equity Documents, provided that you agree, effective as of the Separation Date, you shall have the opportunity to sell up to 300,000 shares of your Vested Equity during a two-week open trading window following the consummation of the next public offering or a private placement of the Company's equity securities that occurs on or after the Separation Date, subject to (x) your not being in possession of material non-public information at the time of such sale and (y) your compliance with the Company's Trading Policy (as defined below). In accordance with the Consulting Agreement, you are also eligible for continued vesting during the Consulting Period (as defined in the Consulting Agreement).

For the avoidance of doubt, as provided in the Equity Documents, except in the event of disability, death or Cause, the post-service relationship exercise period for any vested equity shall not begin until after your service relationship with the Company has ended (i.e. after the Consulting Period ends), and your continued compliance with the terms and conditions of this Release Agreement, the Company shall extend the period during which you may exercise your vested shares underlying the Option (such shares, the "Extended Options") until the earlier of (i) June 30, 2028; or (ii) the end of the original option term. You expressly consent to such extension of the post-termination exercise period of the Extended Options and acknowledge that, to the extent such options were intended to be "incentive stock options" described in Section 422 of Internal Revenue Code, this extension may cause them to instead be subject to taxation as non-qualified stock options. For the avoidance of doubt, during the Consulting Period and thereafter as specified in the Company's Amended and Restated Insider Trading Policy (the "Trading Policy"), you shall at all times comply with the Trading Policy.

4. Release of Claims

In consideration for, among other terms, the opportunity to continue your service relationship with the Company pursuant to the Consulting Agreement and to receive the Severance Benefits, each of which you acknowledge you would otherwise not be entitled to, you voluntarily release and forever discharge the Company and its affiliated and related entities, their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, managers, members, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees")

generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown ("Claims") that, as of the date when you sign this Release Agreement, you have, ever had, now claim to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, all Claims:

- relating to your employment by and termination of employment with the Company;
- relating to your Offer Letter, the Employment Agreement, or the Equity Documents;
- of wrongful discharge or violation of public policy;
- of breach of contract;
- of retaliation or discrimination under federal, state or local law (including, without limitation, Claims of discrimination, retaliation or otherwise under the Americans with Disabilities Act, the Age Discrimination in Employment Act (as amended by the as amended by the Older Workers Benefit Protection Act), Title VII of the Civil Rights Act of 1964, and the Massachusetts Fair Employment Practices Act (M.G.L. c. 151B));
- under any other federal or state statute, including but not limited to the Massachusetts Earned Sick Time law, the Massachusetts Paid Family and Medical Leave law, and the Fair Labor Standards Act;
- for wages, bonuses, incentive compensation, commissions, stock, stock options, vacation pay or any other compensation or benefits, whether under Massachusetts Wage Act, M.G.L. c. 149, §§148-150C, or otherwise; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees;

provided, *however*, that this release shall not affect your rights under this Release Agreement or the Consulting Agreement or any rights that cannot be released under applicable law.

You acknowledge and represent that, except as expressly provided in this Release Agreement, the Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, severance, reimbursable expenses, commissions, stock, stock options, equity awards, vesting, and any and all other benefits and compensation due to you.

Subject to Section 7 of this Release Agreement, you agree not to accept damages of any nature, other equitable or legal remedies for your own benefit or attorney's fees or costs from any of the Releasees with respect to any Claim released by this Release Agreement. As a material inducement to the Company to enter into this Release Agreement, you represent that you have not assigned any Claim to any third party.

5. Return of Property

You agree to return to the Company by the Separation Date all credit cards and any documents (including electronic documents as well as hard copies) containing confidential or proprietary information concerning the Company, its business or its business relationships . You further agree to return to the Company by the Outside Date (as defined in the Consulting Agreement) any computer equipment, keys and access cards. You also commit to deleting and finally purging any duplicates of files or documents that may contain Company information from any computer or other device that remains your property

after the Outside Date. In the event that you discover that you continue to retain any such property, you shall return it to the Company immediately. For the avoidance of doubt, throughout the term of the Consulting Agreement, you shall be granted access to the Company premises and access to the Company parking lot as reasonably necessary for purposes of performing the services under the Consulting Agreement. Following the Separation Date, you shall be permitted and provided reasonable time to download your business contacts from your Company e-mail account, provided any such downloads do not contain confidential or proprietary information belonging to the Company. Upon reasonable request by you, the Company will forward any personal e-mails sent to your Company email account to your personal e-mail address.

6. Non-disparagement

Subject to Section 7 of this Release Agreement, you agree that you will not directly or indirectly, make any statement, public or private, oral or written, to any person that disparages, either professionally or personally, the Company, and each of them, as well as its and their past and present directors, officers, partners, agents, attorneys, insurers, stockholders, representatives, assigns, successors, and employees, in each case, of whom you have knowledge. You represent that during the period since this Release Agreement was proposed to you, you have not made any such disparaging statements.

The Company agrees to direct its directors and C-Suite executives not to make disparaging statements, either professionally or personally, about you.

7. Protected Disclosures and Other Protected Actions

Nothing contained in this Release Agreement, any other agreement with the Company (including without limitation the Ongoing Obligations), or any Company policy limits your ability, with or without notice to the Company, to: (i) file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"), including without limitation, the Equal Employment Opportunity Commission, the National Labor Relations Board or the Securities and Exchange Commission (the "SEC"); (ii) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including by providing non-privileged documents or information; (iii) discuss or disclose information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful; or (iv) testify truthfully in a legal proceeding. Any such communications and disclosures must not violate applicable law and the information disclosed must not have been obtained through a communication that was subject to the attorney-client privilege (unless disclosure of that information would otherwise be permitted consistent with such privilege or applicable law). If a Government Agency or any other third party pursues any claim on your behalf, you waive any right to monetary or other individualized relief (either individually or as part of any collective or class action), but the Company will not limit any right you may have to receive an award pursuant to the whistleblower provisions of any applicable law or regulation for providing information to the SEC or any other Government Agency.

8. Defend Trade Secrets Act

For the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. Other Provisions

a. Termination and Return of Payments; Certain Remedies. If you materially breach any of your obligations under any Ongoing Obligation, and to the extent such breach is curable, you do not cure such breach within fourteen (14) days of the Company's providing you written notice setting forth in reasonable detail such breach and the actions required to cure such breach, which notice shall be provided within thirty (30 days) of such breach, in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to: (i) terminate the Consulting Agreement, and/or (ii) enforce the return of its non-wage payments to you or for your benefit under this Release Agreement. If the Company initiates (i) or (ii) in the preceding sentence due to a breach, you shall continue to be subject to the Ongoing Obligations. Without limiting the Company's remedies hereunder, if the Company prevails in any action to enforce this Release Agreement, then you shall be liable to the Company for reasonable attorneys' fees and costs incurred by the Company in connection with such action.

b. Enforceability. If any provision of this Release Agreement is held to be unenforceable, this Release Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Release Agreement, valid and enforceable. If a court declines to amend this Release Agreement as provided herein, the invalidity or unenforceability of any provision of this Release Agreement shall not affect the validity or enforceability of the remaining provisions.

c. Waiver; Absence of Reliance. No waiver of any provision of this Release Agreement shall be effective unless made in writing and signed by the waiving party. In signing this Release Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company.

d. Jurisdiction; Governing Law; Interpretation. You and the Company hereby agree that the state and federal courts of Massachusetts shall have the exclusive jurisdiction to consider any matters related to this Release Agreement. With respect to any such court action, you submit to the jurisdiction and venue of such courts, you acknowledge that venue in such courts is proper and you waive any right to a jury with respect to any such action. This Release Agreement shall be interpreted and enforced under the laws of Massachusetts, without regard to conflict of law principles.

e. Entire Agreement. This Release Agreement, the Equity Documents, and the Ongoing Obligations constitute the entire agreement between you and the Company and supersedes any previous agreements or understandings between you and the Company.

f. Time for Consideration; Effective Date. You acknowledge that you have knowingly and voluntarily entered into this Release Agreement and that the Company advises you to consult with an attorney before signing this Release Agreement. By entering into this Release Agreement, you acknowledge that you have been given the opportunity to consider this Release Agreement for twenty-one (21) days from your receipt of this Release Agreement before signing it (the "Consideration Period"). To accept this Release Agreement, you must return a signed original or a signed PDF copy of this Release Agreement so that it is received by the undersigned at or before the expiration of the Consideration Period. If you sign this Release Agreement before the end of the Consideration Period, you acknowledge that such decision was entirely voluntary and that you had the opportunity to consider this Release Agreement for the entire Consideration Period. For the period of seven (7) days from the date when you sign this Release Agreement, you have the right to revoke this Release Agreement by written notice to the undersigned, provided that such notice is delivered so that it is received at or before the expiration of the seven (7) day revocation period. This Release Agreement shall not become effective or enforceable during the revocation period. This Release Agreement shall become effective on the first business day following the expiration of the revocation period (the "Effective Date").

g. Counterparts. This Release Agreement may be executed in separate counterparts. When all counterparts are signed, they shall be treated together as one and the same document.

10. 409A

This Release Agreement is not intended to provide for any deferral of compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and, to the maximum extent permitted by applicable law, amounts payable to you pursuant to Section 2 shall be made in reliance upon Treasury Regulation Section 1.409A-1(b)(9) (with respect to separation pay plans) or Treasury Regulation Section 1.409A-1(b)(4) (with respect to short-term deferrals). To the extent applicable, this Release Agreement shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder consistent with the foregoing intention. Each series of installment payments made under this Release Agreement is hereby designated as a series of "separate payments" within the meaning of Section 409A of the Code. Notwithstanding anything herein to the contrary, to the extent any payments to you hereunder constitute "non-qualified deferred compensation" subject to Section 409A of the Code or are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(9), then, to the extent required by Section 409A of the Code or to satisfy such exception, no amount shall be payable pursuant to such sections unless your termination of employment constitutes a "separation from service" with the Company (as such term is defined in Treasury Regulation Section 1.409A-1(h) and any successor provision thereto) (a "Separation from Service"). If you are a "specified employee" (as defined in Section 409A of the Code), as determined by the Company in accordance with Section 409A of the Code, on the date of your Separation from Service, to the extent that the payments or benefits under this Release Agreement constitute "non-qualified deferred compensation" subject to Section 409A of the Code and the delayed payment or distribution of all or any portion of such amounts to which you are entitled under this Release Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, then such portion deferred pursuant to this Section shall be paid or distributed to you in a lump sum on the earlier of (A) the date that is six (6) months following your Separation from Service, (B) the date of your death or (C) the earliest date as is permitted under Section 409A of the Code. Any remaining payments due under this Release Agreement shall be paid as otherwise provided herein. Further, in the event that the amounts payable under Section 2 constitute "non-qualified deferred compensation" subject to Section 409A of the Code and the timing of the delivery of this Release Agreement could cause such amounts to be paid in one or another taxable year, then, notwithstanding the payment timing set forth in such sections, such amounts shall not be payable until the later of (A) the payment date specified in such section or (B) the first business day of the taxable year following your Separation from Service. Any reimbursements or in-kind benefits payable under this Release Agreement shall be made in accordance with Treasury Regulation Section 1.409A-3(i)(1)(iv) and shall be paid on or before the last day of your taxable year following the taxable year in which you incurred the expenses. The reimbursements or in-kind benefits provided under this Release Agreement during any taxable year of yours will not affect such amounts provided in any other taxable year of yours, and your right to reimbursement for such amounts shall not be subject to liquidation or exchange for any other benefit. The Company makes no representation or warranty and shall have no liability to you or any other person if any provisions of this Release Agreement are determined to constitute deferred compensation subject to Section 409A but do not satisfy an exemption from, or the conditions of, Section 409A.

[*Signature Page Follows*]

Please indicate your agreement to the terms of this Release Agreement by signing and returning to the undersigned the original or a PDF copy of this letter within the time period set forth above.

Very truly yours,

Aura Biosciences, Inc.

By:

/s/ Dave Johnson
Name: Dave Johnson
Title: Chairman of the Board of Directors

You are advised to consult with an attorney before signing this Release Agreement. This is a legal document. Your signature will commit you to its terms. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Release Agreement and that you are knowingly and voluntarily entering into this Release Agreement.

/s/ Elisabet de los Pinos	4/29/2026
Name: Elisabet de los Pinos	Date:

Exhibit 10.4

Amendment No. 1 to the 2021 Stock Option and Incentive Plan

In accordance with Section 16 of the Aura Biosciences, Inc. (the "**Company**") 2021 Stock Option and Incentive Plan (the "**Plan**"), the Plan is hereby amended as follows, subject to approval of the Company's stockholders:

1. Section 1 of the Plan is hereby amended to include the following as a new definition:

   "**Outstanding Shares**" means, as of a specified date, the sum of (a) number of shares of Stock issued and outstanding and (b) the number of shares of Stock issuable pursuant to the exercise of any outstanding, pre-funded warrants to acquire shares of Stock for a nominal exercise price.

2. The first sentence of Section 3(a) of the Plan is hereby deleted and replaced as follows:

   (a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 3,352,166 shares (the "**Initial Limit**"), subject to adjustment as provided in this Section 3, plus on January 1, 2022 and each January 1 thereafter, the number of shares of Stock reserved and available for issuance under the Plan shall be cumulatively increased by (i) five percent (5%) of the Outstanding Shares on the immediately preceding December 31 or (ii) such lesser number of shares as determined by the Administrator (the "**Annual Increase**").

This Amendment No. 1 to the Plan (this "**Amendment**") constitutes an integral part of the Plan. For all purposes of this Amendment, capitalized terms used herein without definition shall have the meanings specified in the Plan, as the Plan shall be in effect on the date hereof after giving effect to the Amendment.

Except as set forth herein, all of the terms and conditions of the Plan, as in effect prior to the effectiveness of this Amendment, shall continue to remain in full force and effect as originally stated therein.

DATE APPROVED BY BOARD OF DIRECTORS: June 11, 2026

Exhibit 10.5

Execution Version

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "***Agreement***") is entered into as of April 30, 2026, by and between Aura Biosciences, Inc., a Delaware corporation (the "***Company***"), and Matrix Capital Management Master Fund, LP ("***Seller***").

WHEREAS, Seller desires to sell to the Company, and the Company desires to purchase from Seller, shares of common stock, par value $0.00001 per share (the "***Common Stock***"), of the Company on the terms and conditions set forth herein (the "***Repurchase***");

WHEREAS, the audit committee (the "***Audit Committee***") of the board of directors of the Company (the "***Board***"), consisting solely of independent and disinterested directors of the Board, and the disinterested members of the Board have evaluated the transactions contemplated by this Agreement pursuant to the Company's related person transaction policy and the Audit Committee's charter;

WHEREAS, the Board (acting upon the recommendation of the Audit Committee) has unanimously (i) determined that this Agreement and the Repurchase (as defined below), are advisable, fair to, and in the best interests of, the Company and the holders of Common Stock, and (ii) approved this Agreement, the execution and delivery by the Company of this Agreement, the performance by the Company of the covenants and agreements contained herein and the consummation of the Repurchase and the other transactions contemplated hereby and thereby upon the terms and subject to the conditions contained herein;

WHEREAS, the Board (acting upon the recommendation of the Audit Committee) has (i) determined that this Agreement and the transactions contemplated hereby, including the Repurchase and the related Registered Equity Offering (as defined below) are advisable, fair to, and in the best interests of, the Company and the holders of Common Stock, (ii) declared this Agreement and the transactions contemplated hereby and the related Registered Equity Offering advisable and (iii) approved this Agreement, the execution and delivery by the Company of this Agreement, the performance by the Company of the covenants and agreements contained herein and the consummation of the Repurchase and related Registered Equity Offering and the other transactions contemplated hereby and thereby upon the terms and subject to the conditions contained herein;

WHEREAS, the Company will conduct an underwritten offering of newly issued Common Stock (the "***Newly Issued*** Shares") registered with the U.S. Securities and Exchange Commission (the "***Registered Equity Offering***"), in part, to finance the Repurchase of the Repurchased Shares (as defined below) contemplated by this Agreement; and

WHEREAS, the Company intends to use the Allocated Net Proceeds (as defined below), and, if applicable, the Allocated Shoe Proceeds (as defined below) from the Registered Equity Offering, to fund the Repurchase.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale of the Repurchased Shares. Upon the terms and subject to the conditions set forth in this Agreement at each closing of the Repurchase (each, a "***Closing***"), the Company hereby agrees to purchase from Seller, and Seller hereby agrees to sell, convey, assign and transfer to the Company, all right, title and interest in and to the Repurchased Shares purchased in such Closing, free and clear of any Liens (as defined below) and any other limitations or restrictions.

2. Purchase Price. In consideration for the Initial Closing Repurchased Shares, at the Initial Closing, the Company shall deliver to Seller, in United States dollars, an aggregate amount (the "***Initial Closing Purchase Price***") equal to (x) the number of Initial Closing Repurchased Shares, *multiplied by* (y) the Net Public Offering Price Per Share. In consideration for any Subsequent Closing Repurchased Shares, at each Subsequent Closing, the Company shall deliver to Seller, in United States dollars, an aggregate amount (the "***Subsequent Closing Purchase Price***") equal to (x) the number of Subsequent Closing Repurchased Shares, *multiplied by* (y) the Net Public Offering Price Per Share. The "***Net Public Offering Price Per Share***" means (i) the public offering price per Newly Issued Share in the Registered Equity Offering as set forth on the cover page of the final prospectus supplement for the Registered Equity Offering, *minus* (ii) the amount of the underwriting discount to the underwriters in the Registered Equity Offering per Newly Issued Share.

3. Transaction Costs and Expenses. Seller hereby agrees to bear (and to the extent requested by the Company and not netted pursuant to Section 4, promptly reimburse the Company for) underwriting commissions and discounts, all sales, use, documentary, registration, transfer, deed taxes, conveyance fees, recording charges and similar taxes, fees and charges (including, all excise taxes (including under Section 4501 of the Internal Revenue Code of 1986, as amended) imposed on or with respect to the Repurchase (as reasonably determined by the Company)) (collectively, "***Transaction Costs and Expenses***"). All fees and expenses of counsel, accountants, financial advisors or other professional advisors will be borne by each party and shall not be reimbursed by Seller to Company. For the purpose of clarity, the parties expect that the underwriters discount taken into account in calculating the Net Public Offering Price Per Share shall cover its obligation to reimburse for expenses in the Registered Equity Offering, except as noted above. Any applicable expenses that related to the Registered Equity Offering will be paid for by the Company.

4. Closing(s). Each Closing shall take place remotely by the exchange of signature pages for executed documents, as promptly as practicable (but no earlier than the second Business Day (as defined below)), in each case after satisfaction or, to the extent permissible, waiver by the party or parties entitled to the benefit of the conditions set forth in Section 8 applicable to such Closing (other than conditions that by their nature are to be satisfied at such Closing, but subject to the satisfaction or, to the extent permissible, waiver of those conditions at such Closing), or at such other time or place as the Company and Seller may agree in writing.

(a)At each Closing, Seller shall deliver to the Company:

(i) materials required to be delivered to effectuate the delivery by Seller via its bank or broker or on the systems of the Transfer Agent of the applicable Repurchased Shares to the Company;

(ii) the certificate required to be delivered pursuant to Section 8(a)(iv); and

(iii) a duly executed IRS Form W-9 for Seller.

(b)At each Closing, the Company shall deliver to Seller:

(i) by wire transfer(s), to an account or accounts designated by Seller prior to such Closing (the "***Seller Account***"), immediately available funds in United States dollars in an aggregate amount equal to the Initial Closing Purchase Price, net of Transaction Costs and Expenses (to the extent not previously reimbursed by Seller) or Subsequent Closing Purchase Price, net of Transaction Costs and Expenses (to the extent not previously reimbursed by Seller), as applicable; and (ii) the certificate required to be delivered pursuant to Section 8(b)(iv).

5. Subsequent Closings. In the event that prior to or after the Initial Closing, the Underwriters' Option is exercised, in part or in full, the Company shall notify the Seller thereof and at such Subsequent Closing, purchase Subsequent Closing Repurchased Shares as further set forth herein, up to the Repurchase Limit. Each such Subsequent Closing shall be a "Closing" for all purposes of this Agreement.

6. Representations of Seller. In connection with the transactions contemplated hereby, Seller represents and warrants to the Company as of the date hereof and covenants and agrees that:

(a)Seller is duly organized and existing under the laws of its jurisdiction of organization.

(b)All consents, approvals, authorizations and orders necessary for the execution and delivery by Seller of this Agreement and for the sale and delivery of the Repurchased Shares to be sold by Seller hereunder, have been obtained, and Seller has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Repurchased Shares to be sold by Seller hereunder.

(c)This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding agreement of Seller, enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles (the "***Enforceability Exceptions***").

(d)The Repurchased Shares are duly authorized and validly issued, and Seller is the sole beneficial owner of, and has good and marketable title to, the Repurchased Shares, free and clear of any Liens or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Repurchased Shares), and Seller will transfer and deliver to the Company at such Closing valid title to the Repurchased Shares, free and clear of any Lien or any other limitation or restriction. None of the Repurchased Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Repurchased Shares.

(e)Neither the execution, delivery and performance by Seller of this Agreement, nor the consummation by Seller of the transactions contemplated hereby or thereby will, or would reasonably be expected to (i) conflict with or result in any breach, violation or infringement of any

provision of the respective articles of incorporation or bylaws (or similar governing documents) of Seller, (ii) conflict with, result in a breach of or constitute (with or without due notice or lapse of time or both) a default (or give rise to the creation of any Lien or any right of termination, amendment, cancellation or acceleration) under any contract, indenture, lease, sublease, loan agreement or other agreement to which Seller is a party or by which any of Seller's assets are bound, (iii) violate any Applicable Law (as defined below) or (iv) result in the creation or imposition of any Lien upon the Repurchased Shares, except, in the case of clause (ii) or clause (iii), as would not reasonably be excepted to have, individually or in the aggregate, a material adverse effect on Seller's ability to perform its obligations hereunder.

(f) To Seller's knowledge, there is no action, suit, proceeding or investigation pending, or threatened, against Seller which (i) questions the validity of this Agreement or the right of Seller to enter into this Agreement or (ii) may, either individually or the aggregate, have a material adverse effect on Seller's ability to perform its obligations hereunder.

(g) Seller acknowledges and agrees that, except as set forth in this Agreement, the Company is not making any express or implied warranties in connection with the Repurchase. Seller has such knowledge and experience in financial and business matters and in making investment decisions of this type that it is capable of evaluating the merits and risks of making its investment decision regarding the Repurchase and of making an informed investment decision. Seller has had opportunity to review the federal, state and local tax consequences of the Repurchase contemplated by this Agreement with its own tax advisors. Seller is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Seller understands that it (and not the Company) shall be responsible for its own tax liability, if any, that may arise as a result of the Repurchase.

7. Company Representations. In connection with the transactions contemplated hereby, the Company represents and warrants as of the date hereof to Seller that:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

(c) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the Company's corporate powers and have been duly authorized by all necessary corporate or other organizational action on the part of the Company. This Agreement has been duly executed and delivered by the Company, will be duly executed and delivered by the Company. This Agreement constitutes the valid and legally binding obligation of the Company, enforceable against it in accordance with its terms, subject to the Enforceability Exceptions. No other organizational act or proceeding on the

part of the Company is necessary to authorize this Agreement to be executed, delivered and performed by the Company or the consummation of the transactions contemplated hereby and thereby.

(d)Neither the execution, delivery and performance by the Company of this Agreement, nor the consummation by the Company of the transactions contemplated hereby or thereby will, or would reasonably be expected to (i) conflict with or result in any breach, violation or infringement of any provision of the respective articles of incorporation or bylaws (or similar governing documents) of the Company or (ii) violate any Applicable Law, except, in the case of clause (ii), as would not reasonably be excepted to have, individually or in the aggregate, a material adverse effect on the Company's ability to perform its obligations hereunder.

(e)To the Company's knowledge, there is no action, suit, proceeding or investigation pending, or threatened, against the Company which (i) questions the validity of this Agreement or the right of the Company to enter into this Agreement or (ii) may, either individually or the aggregate, have a material adverse effect on the Company's ability to perform its obligations hereunder.

8. Conditions to Closings.

(a)Conditions to Obligations of the Company. The obligations of the Company to consummate each Closing are subject to the satisfaction, or waiver by the Company, of the following conditions:

(i) the Registered Equity Offering shall have been consummated, except, with respect to the Initial Closing, for the Underwriters' Option;

(ii) the representations and warranties of Seller set forth in Section 6 shall be true and correct in all material respects as of the date hereof and as of such Closing Date, as if made at and as of such date, except (A) with respect to representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, and (B) where the failure of such representations and warranties to be true and correct would not reasonably be expected, individually or in the aggregate, to materially impair Seller's ability to perform or comply with its obligations under this Agreement or consummate the transactions contemplated hereby; provided, that the representations and warranties set forth in Section 6(c) shall be true and correct in all respects;

(iii) the covenants and agreements of Seller to be performed on or before the applicable Closing Date in accordance with this Agreement shall have been performed in all material respects; and (iv) the Company shall have received a certificate, dated as of the applicable Closing Date and signed on behalf of Seller by an executive officer of Seller, stating that the conditions specified in Section 8(a)(ii) and Section 8(a)(iii) have been satisfied.

(b)Conditions to Obligations of Seller. The obligations of Seller to consummate each Closing are subject to the satisfaction, or waiver by Seller, of the following conditions:

(i) the Registered Equity Offering shall have been consummated, except, with respect to the Initial Closing, for the Underwriters' Option;

(ii) the representations and warranties of the Company set forth in Section 7 shall be true and correct in all material respects as of the date hereof and as of such Closing Date, as if made at and as of such date, except (A) with respect to representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, and (B) where the failure of such representations and warranties to be true and correct would not reasonably be expected, individually or in the aggregate, to materially impair the Company's ability to perform or comply with its obligations under this Agreement or consummate the transactions contemplated hereby;

(iii) the covenants and agreements of the Company to be performed on or before such Closing Date in accordance with this Agreement shall have been performed in all material respects; and

(iv) Seller shall have received a certificate, dated as of such Closing Date and signed on behalf of the Company by an executive officer of the Company, stating that the conditions specified in Sections 8(b)(i)-(iii) have been satisfied.

9. Termination. This Agreement may be terminated at any time by mutual written agreement of the Company and Seller. This Agreement shall automatically terminate and be of no further force and effect in the event that the Initial Closing has not occurred on or prior to May 15, 2026.

10. Taxes. The Company does not expect that withholding taxes will be applicable. In the event that the Company does later reasonably conclude (in consultation with Seller) that it is applicable, notwithstanding any other provision in this Agreement, the Company and its agents and affiliates shall have the right to deduct and withhold taxes from any payments to be made to any Seller pursuant to this Agreement if, in their reasonable opinion in consultation with Seller, such withholding is required by law, and shall be provided with any necessary tax forms, and any similar information. To the extent that any of the aforementioned amounts are so withheld and paid to the applicable governmental authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the recipient of the payments in respect of which such deduction and withholding was made. To the extent that any payment pursuant to this Agreement is not reduced by any such required deduction or withholding, the Company may deduct and withhold with respect to any future payment to such person to cover such amounts. The Company and Seller agree to cooperate in good faith to reduce or eliminate any applicable withholding tax.

11. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt requested and postage prepaid, or sent via a nationally recognized overnight courier, or sent via facsimile to the recipient. Such notices, demands and other communications will be sent to the address indicated below:

To Seller:

Matrix Capital Management Master Fund, LP
3 Pleasant Street, Suite 400
Portsmouth, NH 03801
Attention: Karan Takhar
Email: [***]

with a copy to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 6th Ave
New York, NY 10019
Attention: Chris Van Buren, Esq
Email: [***]

To the Company:

Aura Biosciences, Inc.
80 Guest Street
Boston, MA 02135
Attention: Conor Kilroy, Chief Legal Officer and Secretary
E-mail: [***]

with a copy to (which shall not constitute notice):

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Danielle Lauzon, Esq. and Stephanie A. Richards, Esq.
E-mail: [***]

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party.

12. Miscellaneous.

(a)**Survival of Representations and Warranties**. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b)**Severability**. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c)**Complete Agreement**. This Agreement and any other agreements ancillary thereto and executed and delivered on the date hereof embody the complete agreement and understanding between the parties and supersede and preempt any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(d)**Counterparts**. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(e)**Assignment; Successors and Assigns**. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall bind and inure to the benefit of and be enforceable by Seller and the Company and their respective successors and permitted assigns. Any purported assignment not permitted under this paragraph shall be null and void.

(f)**No Third Party Beneficiaries or Other Rights**. This Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any person other than the parties to this Agreement and such successors and permitted assigns.

(g)**Governing Law; Jurisdiction**. This Agreement and all disputes arising out of or related to this Agreement (whether in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of New York. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. Each of the parties (i) irrevocably submits to the personal jurisdiction of any state or federal court sitting in New York, New York, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding relating to or arising out of, under or in connection with this Agreement, (ii) agrees that all claims in respect of such suit, action or proceeding, whether arising under contract, tort or otherwise, shall be brought, heard and determined exclusively in the federal court of the Southern District of New York (provided, that, in the event that subject matter jurisdiction is unavailable in that court, then all such claims shall be brought, heard and determined exclusively in any other state or federal court sitting in New York, New York), (iii) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, and (iv) agrees not to bring any action or proceeding relating to or arising out of, under or in connection with this Agreement or the Company's business or affairs in any other court, tribunal, forum or proceeding. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding brought in accordance with this paragraph. Each of the parties agrees that service of any process, summons, notice or document by U.S. registered mail to its address set forth herein shall be effective service of process for any action, suit or proceeding brought against it in accordance with this paragraph, provided, that nothing in the foregoing sentence shall affect the right of any party to serve legal process in any other manner permitted by law.

(h)**Mutuality of Drafting**. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

(i) **Remedies**. The parties hereto agree and acknowledge that money damages will not be an adequate remedy for any breach of the provisions of this Agreement, that any breach of the provisions of this Agreement shall cause the other parties irreparable harm, and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance or other injunctive relief in order to enforce, or prevent any violations of, the provisions of this Agreement.

(j) **Amendment and Waiver**. The provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and Seller, provided that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver of such provision. Moreover, the failure by any party to insist upon strict performance of any of the provisions of this Agreement or to exercise any right or remedy arising out of a breach thereof shall not constitute a waiver of any other provision or any other breach of this Agreement.

(k)**Further Assurances**. Each of the Company and Seller shall execute and deliver such additional documents and instruments and shall take such further action as may be necessary or appropriate to effectuate fully the provisions of this Agreement.

13. Definitions.

"***Allocated Net Proceeds***" means (a) the total gross proceeds set forth on the cover of the final prospectus supplement for the Registered Equity Offering, excluding the Underwriters' Option, *minus* (b) the amount of the aggregate underwriting discount in the Registered Equity Offering related to such allocation, *minus* (c) $200.0 million (the "***Company Threshold Amount***"). In no event shall the Repurchased Shares exceed 6,922,870 shares (the "***Repurchase Limit***").

"***Allocated Shoe Proceeds***" means (a) the total gross proceeds set forth on the cover of the final prospectus supplement for the Registered Equity Offering related to the Underwriters' Option, to the extent actually exercised by the underwriters, *minus* (c) the amount of the aggregate underwriting discount in the Registered Equity Offering related to such allocation; *provided*, *however*, that no such proceeds related to the Underwriters' Option shall be deemed Allocated Shoe Proceeds if and until the Company has received net proceeds in the Registered Equity Offering equal to the Company Threshold Amount.

"***Applicable Law***" means, with respect to any Person (as defined below), any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority

(as defined below) that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

"***Business Day***" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

"***Governmental Authority***" means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency or official, including any political subdivision thereof.

"***Initial Closing Repurchased Shares***" means, subject to the Repurchase Limit, the number of shares of Common Stock equal to (i) the Allocated Net Proceeds, *divided by* (ii) the Net Public Offering Price Per Share, which number of shares of Common Stock shall be designated in writing by the Company to Seller prior to the Initial Closing.

"***Lien***" means any mortgage, lien, pledge, charge, security interest, licenses, restrictions on transfer (other than restrictions on transfer arising under applicable securities laws), encumbrance or other adverse claim of any kind in respect of such property or asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"***Person***" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

"*Repurchased Shares*" means the Initial Closing Repurchased Shares and the Subsequent Closing Repurchased Shares.

"***Subsequent Closing Repurchased Shares***" means, subject to the Repurchase Limit, the number of shares of Common Stock equal to (i) the Allocated Shoe Proceeds, *divided by* (ii) the Net Public Offering Price Per Share, which number of shares of Common Stock shall be designated in writing by the Company to Seller prior to each Subsequent Closing.

"***Underwriters' Option***" means the option granted by the Company to the underwriters in the Registered Equity Offering to purchase additional shares of Common Stock within 30 days from the date of the final prospectus supplement relating to the Registered Equity Offering, which, for clarity, may be exercised in whole or in part.

[Signature Pages Follow]

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

Company:

AURA BIOSCIENCES, INC.

By: /s/ Anthony Gibney
Name: Anthony Gibney
Title: Chief Financial and Business Officer

[Company's Signature Page to Stock Purchase Agreement]

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

Seller:

MATRIX CAPITAL MANAGEMENT MASTER FUND, LP

By: /s/ Karan Takhar
Name: Karan Takhar
Title: Senior Managing Director

[Company's Signature Page to Stock Purchase Agreement]

Exhibit 31.1

CERTIFICATION

I, Natalie Holles, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Aura Biosciences, Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Aura Biosciences, Inc.

Date: August 11, 2026

By: /s/ Natalie Holles

Natalie Holles
Chief Executive Officer and President
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Anthony Gibney, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Aura Biosciences, Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Aura Biosciences, Inc.

Date: August 11, 2026

By: /s/ Anthony Gibney

Anthony Gibney
Chief Financial and Business Officer
(Principal Financial Officer)

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of Aura Biosciences, Inc. (the "Company") for the period ended June 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of his or her knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Aura Biosciences, Inc.

Date: August 11, 2026

By: /s/ Natalie Holles
Natalie Holles
Chief Executive Officer and President
(Principal Executive Officer)

Date: August 11, 2026

By: /s/ Anthony Gibney
Anthony Gibney
Chief Financial and Business Officer
(Principal Financial Officer)