UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 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 September 30, 2024

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: 001-39692

IN8BIO, INC.

(Exact name of Registrant as specified in its Charter)

Delaware	**82-5462585**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
350 5th Avenue, Suite 5330 **New York, New York**	**10118**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (646) 600-6438

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 par value per share	INAB	The Nasdaq Stock Market LLC

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

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

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

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

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

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

The number of shares of Registrant's Common Stock outstanding as of November 11, 2024 was 72,483,253.

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PART I—FINANCIAL INFORMATION

Item 1. Condensed Financial Statements

IN8BIO, INC.
CONDENSED BALANCE SHEETS
(In thousands, except share and per share data)

	September 30, 2024 (unaudited)	December 31, 2023
Assets		(Note 2)
Current assets		
Cash	$ 4,001	$ 21,282
Prepaid expenses and other current assets	2,702	3,343
Total Current Assets	6,703	24,625
Non-current assets		
Property and equipment, net	3,081	3,514
Construction in progress	—	182
Deferred issuance costs	181	—
Restricted cash	259	256
Right-of-use assets - finance leases	1,302	1,364
Right-of-use assets - operating leases	4,116	3,513
Other non-current assets	324	255
Total Non-Current Assets	9,263	9,084
Total Assets	$ 15,966	$ 33,709
Liabilities and Stockholders' Equity		
Liabilities		
Current liabilities		
Accounts payable	$ 1,137	$ 924
Accrued expenses and other current liabilities	769	2,955
Short-term finance lease liability	809	694
Short-term operating lease liability	920	820
Total Current Liabilities	3,635	5,393
Long-term finance lease liability	399	525
Long-term operating lease liability	3,344	2,854
Total Non-Current Liabilities	3,743	3,379
Total Liabilities	7,378	8,772
Stockholders' Equity		
Preferred stock, par value $0.0001 per share; 10,000,000 shares authorized at September 30, 2024 and December 31, 2023, respectively. No shares issued and outstanding	—	—
Common stock, par value $0.0001 per share; 490,000,000 shares authorized at September 30, 2024 and December 31, 2023; 46,786,948 and 43,287,325 shares issued and outstanding at September 30, 2024 and December 31, 2023, respectively	5	4
Additional paid-in capital	124,079	116,152
Accumulated deficit	(115,496)	(91,219)
Total Stockholders' Equity	8,588	24,937
Total Liabilities and Stockholders' Equity	$ 15,966	$ 33,709

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

IN8BIO, INC.
CONDENSED STATEMENTS OF OPERATIONS
(In thousands, except share and per share data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	**2023**	**2024**	**2023**
Operating expenses:				
Research and development	$ 3,309	$ 3,786	$ 13,368	$ 12,305
General and administrative	2,732	3,383	10,007	10,434
Severance and related charges	1,068	—	1,068	—
Total operating expenses	7,109	7,169	24,443	22,739
Interest income	23	—	166	—
Other income	—	—	—	330
Loss from operations	(7,086)	(7,169)	(24,277)	(22,409)
Net loss	$ (7,086)	$ (7,169)	$ (24,277)	$ (22,409)
Net loss per share – basic and diluted	$ (0.15)	$ (0.23)	$ (0.53)	$ (0.79)
Weighted-average number of shares used in computing net loss per common share, basic and diluted	47,321,394	31,545,783	45,690,587	28,275,193

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

IN8BIO INC.
CONDENSED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands, except share data)
(Unaudited)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Balance at December 31, 2022	24,545,157	$ 3	$ 83,941	$ (61,212)	$ 22,732
Issuance of common stock, net of issuance costs	415,712	—	722	—	722
Stock-based compensation expense	—	—	859	—	859
Net loss	—	—	—	(7,525)	(7,525)
Balance at March 31, 2023	24,960,869	3	85,522	(68,737)	16,788
Issuance of common stock, net of issuance costs	5,645,250	1	11,706	—	11,707
Stock-based compensation expense	—	—	1,019	—	1,019
Net loss	—	—	—	(7,715)	(7,715)
Balance at June 30, 2023	30,606,119	4	98,247	(76,452)	21,799
Issuance of common stock, net of issuance costs	1,369,810	—	1,888	—	1,888
Stock-based compensation expense	—	—	1,240	—	1,240
Net loss	—	—	—	(7,169)	(7,169)
Balance at September 30, 2023	31,975,929	$ 4	$ 101,375	$ (83,621)	$ 17,758
Balance at December 31, 2023	43,287,325	$ 4	$ 116,152	$ (91,219)	$ 24,937
Issuance costs	—	—	(89)	—	(89)
Stock-based compensation expense	—	—	1,240	—	1,240
Net loss	—	—	—	(8,562)	(8,562)
Balance at March 31, 2024	43,287,325	4	117,303	(99,781)	17,526
Issuance of common stock, net of issuance costs	3,127,331	1	3,527	—	3,528
Issuance of common stock upon exercise of Series A warrants, net of issuance costs	20,000	—	25	—	25
Stock-based compensation expense	—	—	1,171	—	1,171
Net loss	—	—	—	(8,629)	(8,629)
Balance at June 30, 2024	46,434,656	5	122,026	(108,410)	13,621
Issuance of common stock, net of issuance costs	352,292	—	289	—	289
Stock-based compensation expense	—	—	1,764	—	1,764
Net loss	—	—	—	(7,086)	(7,086)
Balance at September 30, 2024	46,786,948	$ 5	$ 124,079	$ (115,496)	$ 8,588

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

IN8BIO, INC.
CONDENSED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Nine Months Ended September 30,	
	2024	2023
Operating activities		
Net loss	$ (24,277)	$ (22,409)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	725	725
Non-cash stock-based compensation	4,175	3,118
Amortization of finance lease right-of-use assets	625	656
Amortization of operating lease right-of-use assets	603	493
Loss on disposal of construction in progress	45	—
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	641	357
Other non-current assets	(69)	—
Accounts payable	211	(1,181)
Accrued expenses and other current liabilities	(2,184)	280
Short-term operating lease liabilities	101	76
Long-term operating lease liabilities	(717)	(605)
Net cash used in operating activities	(20,121)	(18,490)
Investing activities		
Purchases of property and equipment	(71)	(407)
Construction in progress	(83)	(121)
Net cash used in investing activities	(154)	(528)
Financing activities		
Payment of deferred issuance costs	(181)	—
Payment of issuance costs from December 2023 issuance of common stock	(89)	—
Proceeds from the issuance of common stock, net of issuance costs	3,817	14,317
Proceeds from the exercise of Series A warrants, net of issuance costs	25	—
Principal payments on finance leases	(575)	(625)
Net cash provided by financing activities	2,997	13,692
Net decrease in cash and restricted cash	(17,278)	(5,326)
Cash and restricted cash at beginning of period	21,538	18,434
Cash and restricted cash at end of period	$ 4,260	$ 13,108
Cash, end of period	$ 4,001	$ 12,854
Restricted cash, end of period	259	254
Cash and restricted cash, end of period	$ 4,260	$ 13,108
Supplemental disclosure of non-cash financing and investing activities:		
Initial measurement of operating lease right-of-use assets and liabilities	$ 714	$ 536
Initial measurement of finance lease right-of-use assets and liabilities	$ 564	$ —
Lease modification of operating lease right-of-use assets and liabilities	$ 492	$ 7
Transfer of construction in progress to property and equipment	$ 221	$ —
Construction in progress in accounts payable and accrued expenses	$ —	$ 24

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

IN8BIO, INC.
NOTES TO CONDENSED FINANCIAL STATEMENTS
(Unaudited)

1. ORGANIZATION AND NATURE OF OPERATIONS

Organization and Business

IN8bio, Inc. (the "Company", "our" or "we") is a clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of gamma-delta T cell product candidates for solid and liquid tumors. The Company's lead product candidate, INB-100, is currently in an ongoing investigator-sponsored Phase 1 clinical trial of acute myeloid leukemia ("AML"). In addition, the Company's DeltEx platform has yielded a broad portfolio of preclinical programs, including INB-300 and INB-500, focused on addressing AML and other solid and hematological cancers.

Incysus, Inc. ("Incysus") was a corporation formed in the State of Delaware on November 23, 2015 and Incysus, Ltd. was incorporated in Bermuda on February 8, 2016. Incysus was the wholly owned United States subsidiary of Incysus, Ltd. On May 7, 2018, Incysus, Ltd. reincorporated in the United States in a domestication transaction (the "Domestication") in which Incysus, Ltd. converted into a newly formed Delaware corporation, Incysus Therapeutics, Inc. ("Incysus Therapeutics"). On July 24, 2019, Incysus Therapeutics merged with Incysus. Incysus Therapeutics subsequently changed its name to IN8bio, Inc. in August 2020. Following the Domestication in May 2018 and the merging of Incysus Therapeutics and Incysus in July 2019, the Company does not have any subsidiaries to consolidate. The Company is headquartered in New York, New York.

Pipeline Prioritization and Workforce Reduction

In September 2024, the Company announced a plan to optimize its resource allocation through a pipeline prioritization by suspending further development on INB-400 and focusing on development of INB-100 and a workforce reduction of approximately 49%, across all functions. The Company incurred one-time costs of $1.1 million, including stock-based compensation expense of $0.8 million resulting from acceleration in full of outstanding unvested stock options at the separation date for the impacted employees, and $0.3 million related to severance payments during the three months ended September 30, 2024. In combination with this reduction, the executive management team and the Board agreed to a 11% reduction in their cash compensation, effective as of September 1, 2024.

Liquidity and Going Concern

To date, the Company has funded its operations primarily with proceeds from various public and private offerings of its common stock, preferred stock and warrants. The Company has incurred recurring losses and negative operating cash flows since its inception, including net losses of $24.3 million and $22.4 million for the nine months ended September 30, 2024 and 2023, respectively. As of September 30, 2024, the Company had an accumulated deficit of $115.5 million. We continue to deploy cash preservation measures to defer or reduce costs in the near term in order to preserve capital and increase financial flexibility given the on-going market environment for biotechnology stocks. These cash preservation measures may impact our ability and the timing to execute our strategy. This includes our ability to achieve the anticipated milestones and the timing of data releases and/or regulatory filings for our preclinical and clinical programs.

The Company has not yet generated product sales and as a result has experienced operating losses since inception. The Company expects to incur additional losses in the future as it advances its product candidates through clinical trials, seeks to expand its product candidate portfolio through developing additional product candidates, grows its clinical, regulatory and quality capabilities, and incurs costs associated with operating as a public company. The actual amount of cash that the Company will need to operate is subject to many factors. Based on the Company's revised business strategy, which was announced in September 2024, the Company expects that its existing cash of $4.0 million as of September 30, 2024 plus the net proceeds of $11.6 million from the 2024 Private Placement (as described in Note 14, Subsequent Events) will fund the Company's projected operating expenses and capital expenditure requirements through December 2025. Accordingly, there is substantial doubt about the Company's ability to continue to operate as a going concern for a period of 12 months from the date of issuance of these condensed financial statements.

To continue to fund the operations of the Company beyond this time period, management has developed plans, which primarily consist of raising additional capital through some combination of equity and/or debt offerings, including through at-the-market program ("ATM") offerings and/or private placements of securities, and identifying strategic collaborations, licensing or other arrangements to support development of the Company's product candidates. During the nine months ended September 30, 2024, the Company sold an aggregate of 3,479,623 shares of its common stock under the ATM program, resulting in net proceeds of approximately $3.8 million after deducting commissions and offering expenses.

Further, the Company may receive up to $5.4 million from the exercise of its outstanding Series A ordinary warrants ("Series A warrants") and up to $12.4 million from the exercise of its outstanding Series C common stock purchase warrants ("Series C warrants"). Further, if not otherwise redeemed by the Company, the Company may also receive aggregate proceeds of up to $17.7 million from the exercise of its outstanding Series B ordinary warrants ("Series B warrants"). See Note 8, Warrants, and Note 14, Subsequent Events for

additional information. There is no assurance, however, that the Company will receive any additional proceeds from these warrants or that any additional financing or any revenue-generating collaboration will be available when needed, that management of the Company will be able to obtain financing or enter into a collaboration on terms acceptable to the Company, or that any additional financing or revenue generated through third-party collaborations will be sufficient to fund our operations through this time period. If additional capital is not available on a timely basis, or at all, the Company will have to significantly delay, scale back or discontinue its research and development programs. If the Company becomes unable to continue as a going concern, it may have to terminate its operations and dispose of its assets and might realize significantly less than the values at which they are carried on its condensed financial statements. These actions may cause the Company's stockholders to lose all or part of their investment in the Company's common stock. The accompanying condensed financial statements have been prepared on the basis that the Company will continue as a going concern and do not include adjustments that might result from the outcome of this uncertainty.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant Accounting Policies

The Company's significant accounting policies, which are disclosed in the audited financial statements for the year ended December 31, 2023 and the notes thereto, are included in the Company's Annual Report on Form 10-K (the "Annual Report") that was filed with the Securities and Exchange Commission ("SEC") on March 14, 2024. Since the date of that filing, there have been no material changes to the Company's significant accounting policies.

Basis of Presentation

The Company has prepared the accompanying condensed financial statements in conformity with generally accepted accounting principles in the United States ("U.S. GAAP").

Unaudited Interim Financial Information

The condensed financial statements of the Company included herein have been prepared pursuant to the rules and regulations of the SEC. Certain information and note disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted from these condensed financial statements, as is permitted by such rules and regulations. Accordingly, these condensed financial statements should be read in conjunction with the financial statements and notes thereto in the Company's Annual Report. The results for any interim period are not necessarily indicative of results for any future period. In the opinion of the Company's management, all adjustments (consisting of normal and recurring adjustments) considered necessary for a fair statement of the results for the interim periods presented have been included.

Use of Estimates

The preparation of condensed financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the condensed financial statements, and the reported amounts of expenses during the reporting periods presented. Such estimates and assumptions are used for, but are not limited to, the accrual of research and development expenses, deferred tax assets and liabilities and the related valuation allowance, stock-based compensation, the useful lives of property and equipment and the valuation of warrants. The Company bases its estimates on historical experience, known trends and other market-specific or other relevant factors that it believes to be reasonable under the circumstances. Actual results could differ from those estimates.

Concentration of Credit Risk

Financial instruments that potentially expose the Company to significant concentrations of credit risk consist primarily of cash. All of the Company's cash and restricted cash is deposited in accounts with major financial institutions. Such deposits are in excess of the federally insured limits.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation and amortization of property and equipment is calculated using the straight-line method over the estimated useful lives of the assets. Significant replacements and improvements are

capitalized, while maintenance and repairs, which do not improve or extend the life of the respective assets, are charged to expense as incurred. The estimated useful lives of the Company's respective assets are as follows:

	Estimated Useful Life
Furniture	5 years
Machinery and equipment	3-5 years
Software	3 years
Leasehold improvements	The shorter of the useful life of the leasehold improvement or the remaining term of the lease

Costs for capital assets not yet placed into service are capitalized as construction in progress and depreciated and amortized in accordance with the above guidelines once placed into service. Upon retirement or disposal of property and equipment, the cost and related accumulated depreciation and amortization are removed from the condensed balance sheets and any gain or loss is reflected in the statements of operations.

Capitalized Software

The Company capitalizes the application development phase costs of internal use software in accordance with Accounting Standards Codification ("ASC") 350-40, *Intangibles-Goodwill and Other-Internal Use Software*. Capitalized costs will be amortized on a straight-line basis over the estimated useful life of the asset upon completion.

Recently Issued Accounting Standards Updates

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires disclosure of incremental segment information on an annual and interim basis. This ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024 on a retrospective basis. The Company does not expect the adoption of this ASU to have a material impact on the Company's disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which expands the disclosures required for income taxes. This ASU is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The amendment should be applied on a prospective basis while retrospective application is permitted. The Company is currently evaluating the effect of this pronouncement on its disclosures.

The Company has evaluated all other issued and unadopted Accounting Standard Updates and believes the adoption of these standards will not have a material impact on the condensed financial statements.

3. PREPAID EXPENSES AND OTHER CURRENT ASSETS

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

	September 30, 2024	December 31, 2023
Prepaid research and development	$ 1,246	$ 2,283
Prepaid insurance	1,015	790
Prepaid professional and consulting fees	264	32
Other	177	238
Prepaid expenses and other current assets	$ 2,702	$ 3,343

4. PROPERTY AND EQUIPMENT, NET

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

	September 30, 2024	December 31, 2023
Machinery and equipment	$ 449	$ 379
Furniture and fixtures	370	370
Software	346	126
Leasehold improvements	3,924	3,922
Less accumulated depreciation and amortization	(2,008)	(1,283)
Property and equipment, net	$ 3,081	$ 3,514

Depreciation and amortization expense was $0.3 million for the three months ended September 30, 2024 and 2023 and was $0.7 million for the nine months ended September 30, 2024 and 2023.

5. CONSTRUCTION IN PROGRESS

Construction in progress consists of the following (in thousands):

	September 30, 2024	December 31, 2023
Internal use software not yet in service	$ —	$ 182
Construction in progress	$ —	$ 182

6. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

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

	September 30, 2024	December 31, 2023
Accrued clinical trials	$ —	$ 598
Accrued compensation	248	1,673
Accrued legal	379	306
Accrued other	142	378
Accrued expenses and other current liabilities	$ 769	$ 2,955

7. STOCKHOLDERS' EQUITY

The Company’s authorized capital stock consists of 500,000,000 shares, all with a par value of $0.0001 per share, of which 490,000,000 shares are designated as common stock and 10,000,000 shares are designated as preferred stock.

ATM Facility

In November 2022, the Company filed a shelf registration statement on Form S-3 (File No. 333-268288) (the "Shelf Registration Statement") with the SEC, which permits the offering, issuance and sale by the Company of up to a maximum aggregate offering price of $200.0 million of its common stock and preferred stock, various series of debt securities and/or warrants to purchase any of such securities, of which $50.0 million of common stock may be issued and sold pursuant to an ATM. The Company entered into a Controlled Equity Offering℠ sales agreement (the "Sales Agreement") with Cantor Fitzgerald & Co. ("Cantor Fitzgerald") and Truist Securities, Inc. ("Truist") under which Cantor Fitzgerald and Truist agreed to act as sales agents to sell shares of the Company’s common stock, from time to time, through the ATM program. On March 8, 2024, the Company delivered a termination notice to Truist, removing them as a sales agent under the ATM program. Such termination became effective on March 14, 2024.

Under current SEC regulations, if at any time the Company's public float is less than $75.0 million, and for so long as the Company's public float remains less than $75.0 million, the amount the Company can raise through primary public offerings of securities in any 12-month period using shelf registration statements is limited to an aggregate of one-third of the Company's public float, which is referred to as the baby shelf rules. During the year ended December 31, 2023, the Company sold an aggregate of 7,492,580 shares of

its common stock under the ATM program, resulting in net proceeds of approximately $14.4 million after deducting underwriting discounts and offering expenses. During the nine months ended September 30, 2024, the Company sold an aggregate of 3,479,623 shares of its common stock under the ATM program, resulting in net proceeds of approximately $3.8 million after deducting underwriting discounts and offering expenses. As of September 30, 2024, $14.7 million remained available for the sale of our common stock under the ATM program.

8. WARRANTS

The Series A warrants had an initial exercise price of $1.25 per share. The Series A warrants are exercisable immediately and were initially set to expire on June 13, 2025. In connection with the closing of the 2024 Private Placement, the Company amended certain of the Company's outstanding Series A warrants, representing approximately 11,734,076 shares of the Company's Common Stock, to (i) reduce the exercise price from $1.25 to $0.45 per share and (ii) extend the termination date of the Series A Warrants to October 4, 2025 (collectively, "Amendment No. 1"). Refer to Footnote 14 "Subsequent Events" for further information. The Series A warrants meet the criteria for permanent equity classification. As of September 30, 2024, 11,803,829 Series A warrants were issued and outstanding.

The Series B warrants have an exercise price of $1.50 per share. The Series B warrants are exercisable immediately and expire on December 13, 2028. The Series B warrants allow the Company to redeem such warrants at a price of $0.01 per Series B warrant upon the Company's public announcement of its INB-100 data for all enrolled patients covering a period of at least 22 months, along with certain stock price and trading volume requirements. Holders of Series B warrants may choose to exercise such warrants at a purchase price of $1.50 per share prior to such redemption. The Series B warrants meet the criteria for permanent equity classification. As of September 30, 2024, 11,823,829 Series B warrants were issued and outstanding.

9. STOCK-BASED COMPENSATION

2018 Equity Incentive Plan

On May 7, 2018, the Company established and adopted the 2018 Equity Incentive Plan (the "2018 Plan") providing for the granting of stock awards for employees, directors and consultants to purchase shares of the Company's common stock. Upon the effectiveness of the 2020 Plan (as defined below), the 2018 Plan was terminated and no further issuances were made under the 2018 Plan, although it continues to govern the terms of any equity grants that remain outstanding under the 2018 Plan.

2020 Equity Incentive Plan

The 2020 Equity Incentive Plan (the "2020 Plan") was approved by the Company's Board of Directors and the Company's stockholders and became effective on July 29, 2021. Upon the effectiveness of the 2023 Plan (as defined below), the 2020 Plan was terminated and no further issuances were made under the 2020 Plan, although it continues to govern the terms of any equity grants that remain outstanding under the 2020 Plan.

Amended and Restated 2023 Equity Incentive Plan

The Amended and Restated 2023 Equity Incentive Plan (the "2023 Plan") was approved by the Company's Board of Directors and the Company's stockholders and became effective on June 15, 2023. The Board of Directors, or a committee thereof, is authorized to administer the 2023 Plan. The 2023 Plan provides for the grant of Incentive Stock Options ("ISO") within the meaning of Section 422 of the Internal Revenue Code ("IRC") as amended, to employees, and for the grant of non-statutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance awards and other forms of awards to the Company's employees, directors and consultants and any Company affiliates' employees and consultants. The number of shares initially reserved for issuance under the 2023 Plan was 7,400,000, which automatically increases on January 1 of each year for a period of 10 years, beginning on January 1, 2024 and continuing through January 1, 2033, in an amount equal to 5% of the total number of shares of common stock outstanding on the last day of the immediately preceding year, or a lesser number of shares determined by the Board of Directors no later than the last day of the immediately preceding year. The maximum number of shares of common stock that may be issued upon the exercise of ISOs under the 2023 Plan is 41,000,000 shares. Pursuant to the terms of the 2023 Plan, the number of shares available under the 2023 Plan was increased by 2,164,366 shares effective January 1, 2024. As of September 30, 2024, 4,939,565 shares were available for grant pursuant to the 2023 Plan, including the increase effective January 1, 2024.

The 2020 Employee Stock Purchase Plan (the "ESPP") was approved by the Company's Board of Directors and the Company's stockholders and became effective on July 29, 2021. A total of 200,000 shares of common stock were initially reserved for issuance

under this plan, which automatically increases on January 1 of each year by the lesser of (i) 1% of the outstanding number of shares of common stock on the immediately preceding December 31 and (ii) 400,000, or such lesser number of shares as determined by the Board of Directors. As of September 30, 2024, no shares of common stock had been issued under the ESPP and 387,812 shares remained available for future issuance under the ESPP. The Company's Board of Directors or designated committee has not set an offering period. Pursuant to the terms of the ESPP, the number of shares available under the ESPP increased by 400,000 shares, effective January 1, 2024.

Stock Option Activity

The following is a summary of the stock option award activity during the nine months ended September 30, 2024:

	Number of Stock Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at December 31, 2023	6,695,933	$ 3.52	8.32	$ 361
Granted	3,978,525	0.89		
Exercised	—	—		
Forfeited	(612,267)	2.51		
Outstanding at September 30, 2024	10,062,191	$ 2.55	7.56	$ —
Exercisable at September 30, 2024	4,839,423	$ 3.83	5.90	$ —
Options expected to vest as of September 30, 2024	5,222,768	$ 1.35	9.11	$ —

The weighted-average grant date fair value of options granted during the nine months ended September 30, 2024 and 2023 was $0.89 and $1.59, respectively. The aggregate intrinsic value is calculated as the difference between the exercise price and the market price of the Company's common stock at September 30, 2024 and December 31, 2023.

Stock-Based Compensation Expense

For the nine months ended September 30, 2024 and 2023, the Company utilized the Black-Scholes option-pricing model for estimating the fair value of the stock options. The following table presents the assumptions and the Company's methodology for developing each of the assumptions used:

	September 30, 2024	September 30, 2023
Volatility	90.31% - 104.93%	91.91% - 95.08%
Expected life (years)	5.27 - 6.08	5.27 - 6.08
Risk-free interest rate	3.61% - 4.65%	3.58% - 4.43%
Dividend rate	—	—

- Volatility—The Company estimates the expected volatility of its common stock at the date of grant based on the historical volatility of comparable public companies over the expected term.
- Expected life—The expected term represents the period that the Company's stock option grants are expected to be outstanding. The expected term of the options granted to employees and non-employee directors by the Company has been determined utilizing the "simplified" method for awards that qualify as "plain-vanilla" options. Under this approach, the weighted-average expected life is presumed to be the average of the vesting term and the contractual term of the option.
- Risk-free interest rate—The risk-free rate for periods within the estimated life of the stock award is based on the U.S. Treasury yield curve in effect at the time of grant.
- Dividend rate—The assumed dividend yield is based upon the Company's expectation of not paying dividends in the foreseeable future.

During the three months ended September 30, 2024, we recorded additional stock-based compensation expense of $0.8 million related to the modification and acceleration of vesting of certain stock option awards in connection with the Company's workforce

reduction. Stock-based compensation expense was recorded in the following line items in the condensed statements of operations for the three and nine months ended September 30, 2024 and 2023 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Research and development	$ 486	$ 479	$ 1,532	$ 1,310
General and administrative	508	761	1,873	1,808
Severance and related charges	770	—	770	—
Total stock-based compensation expense	$ 1,764	$ 1,240	$ 4,175	$ 3,118

No related tax benefits from stock-based compensation expense were recognized for the three and nine months ended September 30, 2024 and 2023. As of September 30, 2024, there was $5.0 million in unrecognized stock-based compensation expense, which is expected to be recognized over a weighted-average period of 1.99 years.

10. LICENSE AGREEMENTS

Emory University, Children's Healthcare of Atlanta, Inc. and UAB Research Foundation

In June 2016, the Company entered into an exclusive license agreement with Emory University, Children's Healthcare of Atlanta, Inc. and UAB Research Foundation ("UABRF"), as amended from time to time (the "Emory License Agreement"). The Emory License Agreement was amended in October 2017 and July 2020. Under the Emory License Agreement, the Company obtained an exclusive worldwide license under certain immunotherapy related patents and know-how related to gamma-delta T cells developed by Emory University, Children's Healthcare of Atlanta, Inc. and UABRF's affiliate, the University of Alabama at Birmingham, to develop, make, have made, use, sell, import and otherwise commercialize products that are covered by such patents or otherwise incorporate or use the licensed technology. Such exclusive license is subject to certain rights retained by these institutions and also the U.S. government.

In consideration of the license granted under the Emory License Agreement, the Company paid Emory University a nominal upfront payment. In addition, the Company is required to pay Emory University development milestones totaling up to an aggregate of $1.4 million, low-single-digit to mid-single-digit tiered running royalties on the net sales of the licensed products, including an annual minimum royalty beginning on a specified period after the first sale of a licensed product, and a share of certain payments that the Company may receive from sublicenses. In addition, in the event no milestone payments have been paid in certain years, the Company will be required to pay an annual license maintenance fee. The Emory License Agreement also requires the Company to reimburse Emory University for the cost of the prosecution and maintenance of the licensed patents. Pursuant to the Emory License Agreement, the Company is required to use its best efforts to develop, manufacture and commercialize the licensed product, and is obligated to meet certain specified deadlines in the development of the licensed products.

The term of the Emory License Agreement will continue until 15 years after the first commercial sale of the licensed product, or the expiration of the relevant licensed patents, whichever is later. The Company may terminate the Emory License Agreement at will at any time upon prior written notice to Emory University. Emory University has the right to terminate the Emory License Agreement if the Company materially breaches the agreement (including failure to meet diligence obligations) and fails to cure such breach within a specified cure period, if the Company becomes bankrupt or insolvent or decides to cease development and commercialization of the licensed product, or if the Company challenges the validity or enforceability of any licensed patents.

Exclusive License Agreement with UABRF

In March 2016, the Company entered into an exclusive license agreement with UABRF, as amended from time to time (the "UABRF License Agreement"). The Company amended the UABRF License Agreement in December 2016, January 2017, June 2017 and November 2018. Under the UABRF License Agreement, the Company obtained an exclusive worldwide license under certain immunotherapy-related patents related to the use of gamma-delta T cells, certain CAR-T cells and combination treatments for cellular therapies developed by the University of Alabama at Birmingham and owned by UABRF to develop, make, have made, use, sell, import and otherwise commercialize products that are covered by such patents. Such exclusive license is subject to certain rights retained by UABRF and also the U.S. government.

In consideration of the license granted under the UABRF License Agreement, the Company paid UABRF a nominal upfront payment and issued 91,250 shares of common stock to UABRF, which were subject to certain antidilution rights.

In addition, the Company is required to pay UABRF development milestones totaling up to an aggregate of $1.4 million, lump-sum royalties on cumulative net sales totaling up to an aggregate of $22.5 million, mid-single-digit running royalties on net sales of the licensed products, low-single-digit running royalties on net sales of the licensed products, and a share of certain non-royalty income that

the Company may receive, including from any sublicenses. The UABRF License Agreement also requires the Company to reimburse UABRF for the cost of the prosecution and maintenance of the licensed patents.

Pursuant to the UABRF License Agreement, the Company is required to use good faith reasonable commercial efforts to develop, manufacture and commercialize the licensed product.

The term of the UABRF License Agreement will continue until the expiration of the licensed patents. The Company may terminate the UABRF License Agreement at will at any time upon prior written notice to UABRF. UABRF has the right to terminate the UABRF License Agreement if the Company materially breaches the agreement and fails to cure such breach within a specified cure period, if the Company fails to diligently undertake development and commercialization activities as set forth in the development and commercialization plan, if the Company underreports its payment obligations or underpays by more than a specified threshold, if the Company challenges the validity or enforceability of any licensed patents, or if the Company becomes bankrupt or insolvent.

11. 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. 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.

Basic and diluted net loss per share is calculated as follows (in thousands, except share and per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net loss	$ (7,086)	$ (7,169)	$ (24,277)	$ (22,409)
Net loss per share—basic and diluted	$ (0.15)	$ (0.23)	$ (0.53)	$ (0.79)
Weighted-average number of shares used in computing net loss per share—basic and diluted	47,321,394	31,545,783	45,690,587	28,275,193

The following outstanding potentially dilutive securities have been excluded from the calculation of diluted net loss per share, as their effect is antidilutive:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Stock options to purchase common stock	9,229,352	6,745,109	8,512,574	5,351,910
Series A warrants	11,803,829	—	11,811,055	—
Series B warrants	11,823,829	—	11,823,829	—
Total	32,857,010	6,745,109	32,147,458	5,351,910

12. COMMITMENTS AND CONTINGENCIES

Intellectual Property

The Company has existing commitments to the licensors of the intellectual property which the Company has licensed. These commitments are based upon certain clinical research, regulatory, financial and sales milestones being achieved. Additionally, the Company is obligated to pay a single-digit royalty on commercial sales on a global basis of licensed products under the Emory License Agreement and the UABRF License Agreement. The royalty term is the later of 15 years from first commercial sale or expiration of the last-to-expire component of the licensed intellectual property.

Legal Proceedings

The Company is not currently party to any material legal proceedings. At each reporting date, the Company evaluates whether or not a potential loss amount or potential range of loss is probable and reasonably estimable under the provisions of the authoritative guidance that addresses accounting for contingencies. The Company expenses as incurred costs related to such legal proceedings.

13. EQUIPMENT AND FACILITY LEASES

The Company has historically entered into lease arrangements for its facilities. As of September 30, 2024, the Company had four operating leases with required future minimum payments. The Company determined the classification of these leases to be operating leases and recorded right-of-use assets and lease liabilities as of the effective date. The Company's leases generally do not include termination or purchase options.

Finance Leases

The Company entered into an agreement with an equipment leasing company in 2018, which provided up to $2.5 million for equipment purchases in the form of sale and leasebacks or direct leases. As of September 30, 2024, the Company has 11 active leases from the leasing company. The terms of the leases are three years and afterwards provide for either annual extensions or an outright purchase of the equipment.

The Company entered into an agreement with another equipment leasing company in the second quarter of 2023. As of September 30, 2024, the Company has one active lease from this leasing company. In June 2024, the Company entered into two new finance lease agreements with another leasing company. The terms of these lease are three years and afterwards provide for either annual extensions or an outright purchase of the equipment.

The equipment leases require three advance rental payments to be held as security deposits. The security deposits held amounted to approximately $0.3 million as of September 30, 2024 and December 31, 2023, and are included in other non-current assets on the condensed balance sheets.

Operating Leases

The Company has an operating lease for office space in Birmingham, Alabama, which was modified and expanded in March 2024 for a 60-month term ending in March 2029, with an option to extend five years, resulting in an increase to both the right of use assets and operating lease liabilities. Throughout the term of the lease, the Company is responsible for paying certain costs and expenses, in addition to the rent, as specified in the lease, including a proportionate share of applicable taxes, operating expenses and utilities.

The Company has an operating lease for office space in New York, New York, with a term that commenced on September 15, 2021, and continues through March 2027. Throughout the term of the lease, the Company is responsible for paying certain costs and expenses, in addition to the rent, as specified in the lease, including a proportionate share of applicable taxes, operating expenses and utilities.

The Company has identified an embedded lease within the University of Louisville Manufacturing Services Agreement, as the Company has the exclusive use of, and control over, a portion of the manufacturing facility and equipment of the facility during the contractual term of the manufacturing arrangement. The commencement date of the embedded lease was August 4, 2022 and it continues through August 2028.

The operating leases require security deposits at the inception of each lease. The security deposits amounted to approximately $0.3 million as of September 30, 2024 and December 31, 2023. As of September 30, 2024 and December 31, 2023, approximately $259,000 was included in restricted cash and $10,000 was included in other current assets.

The following table contains a summary of the lease costs recognized and other information pertaining to the Company's finance and operating leases for the three and nine months ended September 30, 2024 and 2023 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Lease Cost				
Amortization of finance right-of-use assets	$ 219	$ 238	$ 616	$ 656
Interest on finance lease liabilities	30	35	85	108
Operating lease cost	347	288	997	863
Short-term lease cost	28	136	145	417
Variable lease cost	38	—	98	—
Total lease cost	$ 662	$ 697	$ 1,941	$ 2,044

	September 30, 2024
Other Lease Information	
Cash paid for amounts included in the measurement of lease liability – finance leases	$ 85
Cash paid for amounts included in the measurement of lease liability – operating leases	$ 1,010
Weighted-average remaining lease term – finance leases (years)	1.59
Weighted-average remaining lease term – operating leases (years)	3.88
Weighted-average discount rate – finance leases	11.4%
Weighted-average discount rate – operating leases	12.8%

The following table reconciles the undiscounted cash flows to the operating and finance lease liabilities at September 30, 2024 (in thousands):

	Finance Leases	Operating Leases
Remainder of 2024	$ 248	$ 353
2025	761	1,401
2026	312	1,416
2027	—	1,224
2028	—	891
Thereafter	—	120
Total lease payment	1,321	5,405
Less: interest	113	1,141
Total lease liabilities	1,208	4,264
Less: short-term lease liability	809	920
Long-term lease liability	$ 399	$ 3,344

14. SUBSEQUENT EVENTS

2024 Private Placement

In October 2024, the Company issued and sold units, comprised of an aggregate of 25,696,305 shares of Common Stock (the "Shares"), 5,646,853 pre-funded warrants to purchase one share of Common Stock (the "2024 Pre-Funded Warrants") and 31,343,158 Series C warrants (the "Series C Warrants" and, together with the 2024 Pre-Funded Warrants, the "2024 Warrants"), for net proceeds of $11.6 million after deducting placement agent fees and other estimated private placement expenses (collectively, the "2024 Private Placement"). The 2024 Pre-Funded Warrants have an exercise price of $0.0001 and the Series C Warrants have an exercise price of $0.27 per share. Each 2024 Pre-Funded Warrant is exercisable immediately and remains exercisable until the 2024 Pre-Funded Warrant is exercised in full. In lieu of a cash payment to the Company in payment of the aggregate exercise price upon exercise of a 2024 Pre-Funded Warrant, the holder may elect instead to receive upon such exercise (either in whole or in part) the net number of shares of Common Stock determined according to a formula set forth in the 2024 Pre-Funded Warrants. Each Series C Warrant is exercisable immediately and will expire on October 4, 2027. Both the 2024 Pre-Funded Warrants and Series C Warrants meet the criteria for permanent equity classification.

In connection with the 2024 Private Placement, we also entered into a registration rights agreement (the "Registration Rights Agreement"), with the investors who participated in the 2024 Private Placement, pursuant to which the Company agreed to register for resale the Shares and the common stock underlying the 2024 Warrants (the "Registrable Securities"). Under the Registration Rights Agreement, the Company agreed to file a registration statement covering the resale of the Registrable Securities no later than 30 days following the closing of the 2024 Private Placement. We filed such registration statement on Form S-3 on November 4, 2024.

Series A Warrant Amendment

In connection with the closing of the 2024 Private Placement, the Company amended certain of the Company's outstanding Series A warrants, representing approximately 11,734,076 shares of the Company's Common Stock, to (i) reduce the exercise price from $1.25 to $0.45 per share and (ii) extend the termination date of the Series A Warrants to October 4, 2025.

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

This Quarterly Report on Form 10-Q (this "Quarterly Report") contains statements that may constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that involve substantial risks and uncertainties. All statements contained in this Quarterly Report other than statements of historical fact, including statements regarding our future results of operations and financial position, our business strategy and plans, and our objectives for future operations, are forward-looking statements. The words "believes," "expects," "intends," "estimates," "projects," "anticipates," "will," "plan," "may," "should," or similar language are intended to identify forward-looking statements.

It is routine for our internal projections and expectations to change throughout the year, and any forward-looking statements based upon these projections or expectations may change prior to the end of the next quarter or year. Readers of this Quarterly Report are cautioned not to place undue reliance on any such forward-looking statements. As a result of a number of known and unknown risks and uncertainties, our actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Risks and uncertainties are identified under "Risk Factors" in Item 1A herein and in our other filings with the Securities and Exchange Commission ("SEC"). All forward-looking statements included herein are made only as of the date hereof. Unless otherwise required by law, we do not undertake, and specifically disclaim, any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise after the date of such statement.

You should read the following discussion and analysis of our financial condition and results of operations together with our unaudited condensed financial statements and related notes included elsewhere in this Form 10-Q, and our audited financial statements and related notes for the year ended December 31, 2023 in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 (the "Annual Report").

Overview

We are a clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of gamma-delta T cell product candidates for solid and liquid tumors. Gamma-delta T cells are a specialized population of T cells that possess unique properties. They are naturally occurring immune cells that can intrinsically differentiate between healthy and diseased tissue. These cells serve as a functional bridge between innate and adaptive immunity to contribute to direct tumor killing, as well as immune cell recruitment and activation to drive deeper and more comprehensive immune responses. The pivotal role of gamma-delta T cells in immune function and activation, against diseases such as cancer, underscores their therapeutic potential across a wide range of solid and hematologic malignancies. We develop ex vivo expanded and activated gamma-delta T cell candidates based upon our deep expertise in gamma-delta T cell biology, proprietary genetic engineering, and cell-type specific manufacturing capabilities, which we refer to collectively as our DeltEx platform. Our platform employs allogeneic, autologous, induced pluripotent stem cell ("iPSC"), genetically modified cell therapy approaches and T cell engagers that are designed to effectively identify and eradicate tumor cells. We are the most clinically advanced gamma-delta T cell-focused company and are utilizing our suite of DeltEx platform technologies as we aspire to eliminate cancer cells to achieve our mission of what we refer to as Cancer Zero ─ the safe elimination of all cancer cells in every patient battling the disease. We believe this lofty aspiration will one day be achievable, and that it is our responsibility to directly contribute to related global health efforts by pursuing scientific research that will advance cancer treatment.

The investigator-initiated Phase 1 trial of INB-100 for treatment of patients with high-risk leukemias undergoing hematopoietic stem cell transplantation has completed primary enrollment, and a recommended Phase 2 dose ("RP2D") has been determined. We believe the relapse free survival data to date, combined with the benefit/risk profile of INB-100, are encouraging for the treatment of hematological malignancies, and the trial is being expanded by additional patients at Dose Level 2, the RP2D. Enrollment in the expansion cohort is on-going, and we expect to present updated data at the American Society of Hematology Annual Meeting in December 2024 and other medical meetings throughout 2025. In June 2024, updated data were presented at the European Hematological Association Congress. These data demonstrated that 100% of evaluable leukemia patients (n=10) remained alive, progression-free, and in durable complete remission through one year as of May 31, 2024. As of August 30, 2024, 100% of patients with acute myeloid leukemia ("AML") remain relapse-free after receiving their dose of INB-100 after a median follow-up of 18.7 months. The two previously reported patients with other leukemic diagnoses (ALL and MDS/MPN overlap with concurrent TP53 mutations), both excluded from future pivotal trials, have since relapsed and died due to disease progression. There have been no new relapses reported since the update in June 2024. Further, across these 10 patients, gamma-delta T cells demonstrated *in vivo* expansion and long-term persistence through 365 days, a first for any donor-derived, allogeneic cellular therapy product. The INB-100 trial will continue to enroll patients in the expansion cohort with a new target total enrollment of up to approximately 25 patients at the RP2D. Additional long-term follow-up results are expected in late 2024 and in 2025.

We received regulatory guidance from the FDA in a Type B meeting on advancing INB-100 for the treatment of AML as a post-transplant maintenance therapy, with relapse-free survival as the primary endpoint. To affirm the improvements in relapse free and overall survival observed to date, we will also seek to add a parallel cohort as a control to prospectively assess leukemia patients and enable comparison between patients receiving INB-100 to those who only receive standard haplotransplantation. We and our

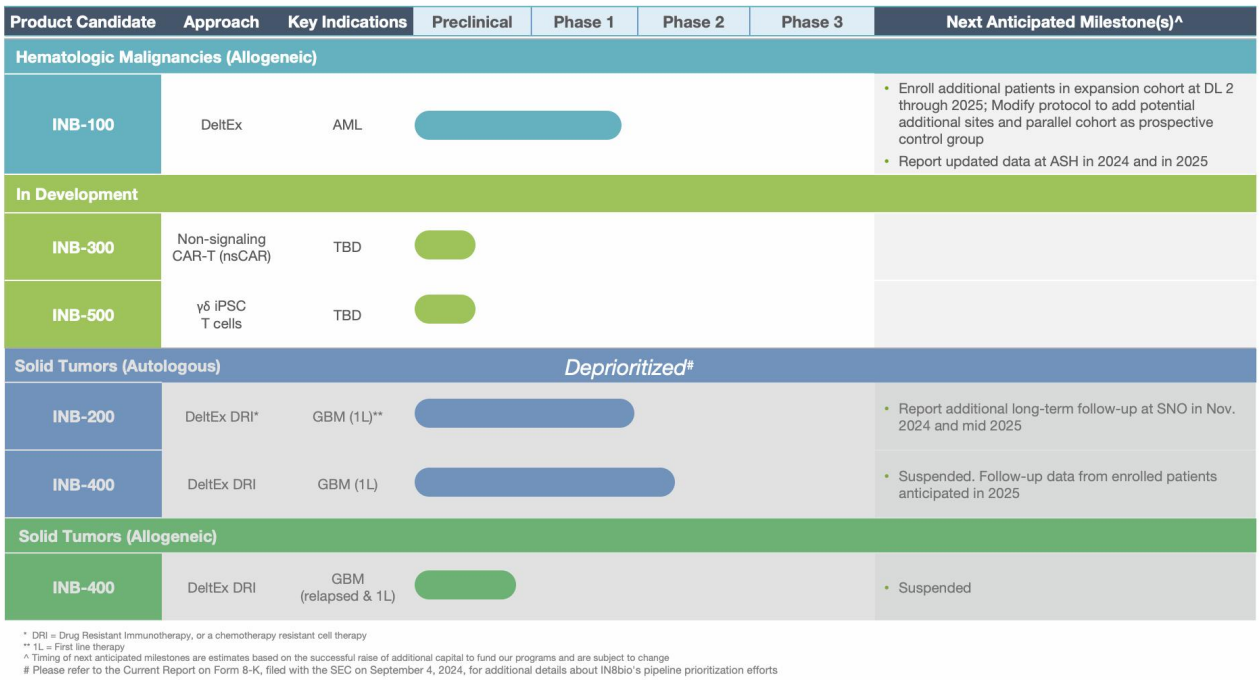
investigators believe patient outcomes in its trial to date are surpassing that of similar leukemia patients, including those with AML undergoing haploidentical transplantation without receiving INB-100. We expect to complete this additional enrollment in 2025, with long-term follow-up results anticipated in late 2025 and in 2026.

In September 2024, we suspended further enrollment of patients in our Phase 2 multi-center clinical trial of INB-400, for the treatment of newly diagnosed glioblastoma ("GBM"). This trial sought to expand the assessment of genetically modified, drug-resistant immunotherapy (“DRI”) gamma-delta T cells in newly diagnosed GBM patients in specialized brain tumor centers across the United States. We will continue to follow these patients for safety, progression-free and overall survival. We have completed patient dosing in the investigator-initiated Phase 1 trial of INB-200 (NCT04165941). We will present a Plenary Oral Presentation at the Society of Neuro-Oncology Annual Meeting in November 2024 where we will provide longer-term follow-up and additional data supporting the activity of our DRI gamma-delta T cell approach from the Phase 1 trial of INB-200. In June 2024, preliminary clinical data were presented at the American Society of Clinical Oncology Annual Meeting, demonstrating that 92% of evaluable patients treated in the investigator-initiated trial exceeded the median progression-free survival ("PFS") of 7 typically months achieved by standard-of-care therapy with concomitant temozolomide. We believe our DRI gamma-delta T cell therapeutic approach is applicable to multiple solid tumor types and will seek strategic alternatives and to potentially partner this program. In April 2023, we received Orphan Drug Designation for the autologous and allogeneic INB-400 products from the Food and Drug Administration (“FDA”), covering a broad range of malignant glioma indications, including relapsed and newly diagnosed GBM.

We also have a portfolio of preclinical programs in development, including INB-300, which focuses on targeting various solid and liquid tumors using a dedicated non-signaling gamma-delta T cell based chimeric antigen receptor ("nsCAR") construct. We presented additional preclinical data demonstrating our proof-of-concept in vitro studies, run in triplicate, against the leukemia antigen targets CD33 and CD123, which demonstrated the ability of our nsCAR constructs to distinguish between tumor and healthy tissue, at the American Association for Cancer Research Annual Meeting in 2024. We plan to continue to optimize the construct for advancement towards animal models, potentially IND enabling studies and opportunities for potential partnership.

In May 2022, we unveiled the expansion of our DeltEx platform capabilities to include iPSC derived gamma-delta T cells. iPSCs represent a significant step toward next generation approaches of cellular manufacturing for true allogeneic and potentially "off-the shelf" innate cell therapies. We provided updates in a presentation at the Society for Immunotherapy of Cancer Annual Meeting in November 2023 whereby to date, hundreds of millions of our iPSC derived iVdelta1+ or iVd1+ gamma-delta T cells have been produced from single iPSC clones at a low passage number. These cells demonstrate a profile associated with a reduced risk for cytokine release syndrome and robust cytotoxic activity across a variety of solid and liquid cancers, including ovarian cancer, GBM, AML and chronic myelogenous leukemia. Furthermore, cryopreservation did not impact the cytotoxic function of iVd1+ gamma-delta T cells with respect to fresh cells, thereby enabling batch manufacturing and storage for on-demand clinical use. These findings highlight our expertise and ability to manufacture multiple gamma-delta T cell populations in a serum and feeder free process that can be scaled for GMP manufacturing and applied as a potentially "off-the-shelf" platform for allogeneic cancer and/or autoimmune cellular therapies. We are currently seeking potential partnership opportunities for these preclinical assets.

Our Pipeline



* DRI = Drug Resistant Immunotherapy, or a chemotherapy resistant cell therapy
** 1L = First line therapy
^ Timing of next anticipated milestones are estimates based on the successful raise of additional capital to fund our programs and are subject to change
# Please refer to the Current Report on Form 8-K, filed with the SEC on September 4, 2024, for additional details about IN8bio's pipeline prioritization efforts

Going Concern

Our condensed financial statements have been prepared in conformity with generally accepted accounting principles which contemplate continuation of the Company on a going concern basis. The going concern basis assumes that assets are realized, and liabilities are extinguished in the ordinary course of business at amounts disclosed in the condensed financial statements. We have not yet generated product sales and, as a result, have experienced operating losses since inception. We expect to incur additional losses in the future as we advance our product candidates through clinical trials, seek to expand our product candidate portfolio through developing additional product candidates, grow our clinical, regulatory and quality capabilities, and incur costs associated with operating as a public company. The actual amount of cash that we will need to operate is subject to many factors. Based on our business strategy, we expect that our existing cash of $4.0 million as of September 30, 2024, including the additional net proceeds of $11.6 million from the 2024 Private Placement, will fund the Company's projected operating expenses and capital expenditure requirements through December 2025. Accordingly, there is substantial doubt about the Company's ability to continue to operate as a going concern for a period of 12 months from the date of issuance of these condensed financial statements. We have taken measures to defer or reduce costs in the near term in order to preserve capital and increase financial flexibility. These cash preservation measures may impact our ability and the timing to execute our strategy, including our ability to achieve the anticipated milestones and the timing of patient enrollment and/or regulatory filings for our preclinical and clinical programs.

To continue to fund our operations, management has developed plans, which primarily consist of the pipeline prioritization and workforce reduction, raising additional capital through some combination of equity and/or debt offerings, including through our ATM program, and identifying strategic collaborations, licensing or other arrangements to support development of our product candidates. In addition, we may receive an additional $5.4 million and $12.4 million in aggregate proceeds if the holders of our Series A warrants and Series C warrants exercise their warrants, respectively. Further, if not otherwise redeemed by us, we may also receive aggregate proceeds of up to $17.7 million from the exercise of our outstanding Series B warrants. There is no assurance, however, that we will receive any additional proceeds from these warrants or that any additional financing or any revenue-generating collaboration will be available, when needed. If additional capital is not available to us on a timely basis, or at all, we will be required to take additional actions beyond the cost preservation measures initiated to address our liquidity needs, including exploring other strategic options, continuing to further reduce operating expense by delaying, reducing the scope of, or discontinuing our research and development activities. If the Company becomes unable to continue as a going concern, it may have to terminate its operations and dispose of its assets and might realize significantly less than the values at which they are carried on its condensed financial statements. These actions may cause the Company's stockholders to lose all or part of their investment in the Company's common stock.

Recent Developments

Pipeline Prioritization and Workforce Reduction

In September 2024, we implemented a pipeline prioritization bu suspending further development on INB-400 and focusing on development of INB-100 and reduced our workforce by approximately 49%, across all functions. In combination with this reduction, the executive management team and the Board also agreed to a 11% reduction in their cash compensation, effective as of September 1, 2024. In connection with the pipeline reprioritization, we suspended patient enrollment in the INB-400 Phase 2 clinical trial for newly diagnosed GBM while we explore partnership opportunities for the program. We will continue to monitor patients previously treated in the fully enrolled INB-200 clinical trial as well as any patients that have been enrolled and are undergoing treatment in the INB-400 Phase 2 clinical trial. Please refer to Note 1 "Organization and Operations" to our condensed financial statements included in Item 1 of Part I of this Quarterly Report on Form 10-Q for further details.

2024 Private Placement

In October 2024, we issued and sold units, comprised of an aggregate of 25,696,305 shares of our common stock, 5,646,853 pre-funded warrants to purchase one share of common stock (the "2024 Pre-Funded Warrants") and 31,343,158 Series C warrants to purchase one share of common stock (the "Series C Warrants" and, together with the 2024 Pre-Funded Warrants, the "2024 Warrants"), for net proceeds of $11.6 million after deducting placement agent fees and other estimated private placement expenses ("2024 Private Placement"). The 2024 Pre-Funded Warrants have an exercise price of $0.0001 and the Series C Warrants have an exercise price of $0.27 per share. Each 2024 Pre-Funded Warrant is exercisable immediately and remains exercisable until exercised in full. In lieu of a cash payment to the Company in payment of the aggregate exercise price upon exercise of a 2024 Pre-Funded Warrant, the holder may elect instead to receive upon such exercise (either in whole or in part) the net number of shares of common stock determined according to a formula set forth in the 2024 Pre-Funded Warrants terms. Each Series C Warrant is exercisable immediately and will expire on October 4, 2027.

In connection with the 2024 Private Placement, we also entered into a registration rights agreement (the "Registration Rights Agreement"), with the investors who participated in the 2024 Private Placement, pursuant to which the Company agreed to register for resale the Shares and the common stock underlying the 2024 Warrants (the "Registrable Securities"). Under the Registration Rights Agreement, we agreed to file a registration statement covering the resale of the Registrable Securities no later than 30 days following the closing of the 2024 Private Placement. We filed such registration statement on Form S-3 on November 4, 2024.

Series A Warrant Amendment

In connection with the closing of the 2024 Private Placement, we amended certain of our outstanding series A common stock purchase warrants ("Series A Warrants"), representing approximately 11,734,076 shares of our Common Stock, to (i) reduce the exercise price from $1.25 to $0.45 per share and (ii) extend the termination date of the Series A Warrants to October 4, 2025

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.

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 product candidates, and include:

- employee-related expenses, including salaries, related-benefits, severance payments 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 performed by ourselves, outside vendors or academic collaborators;
- expenses incurred in connection with conducting clinical trials including investigator grants and site payments for time and pass-through expenses and expenses incurred under agreements with contract research organizations ("CROs") as well as contract manufacturing organizations ("CMOs") and consultants that conduct and provide supplies for our preclinical studies and clinical trials;
- costs to manufacture drug product candidates for use in our preclinical studies and clinical trials;
- costs associated with preclinical activities and development activities;
- costs associated with our intellectual property portfolio; and
- costs related to compliance with regulatory requirements.

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 condensed financial statements as prepaid or accrued research and development expenses. We allocate our direct external research and development costs across each product candidate. 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 product candidate due to the overlap of the potential benefit of those efforts across multiple product candidates.

Research and development activities are central to our business. We expect that our research and development expenses will continue to increase for the foreseeable future as we continue clinical development for our product candidates 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; director and officer insurance expenses as a publicly traded company; 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 for the foreseeable future contingent on additional funding as our organization and headcount needed in the future grow to support continued research and development activities and potential commercialization of our product candidates. These increases will likely include increased costs related to building a team to support our administrative, accounting and finance, communications, legal and business development efforts. In addition, we expect increased expenses associated with being a public company, including costs of additional personnel, accounting, audit, legal, regulatory and tax-related services associated with maintaining compliance with exchange listing and SEC requirements; director and officer insurance costs; and investor and public relations costs.

Severance and Related Charges

Severance and related charges includes one-time costs related to the September 2024 workforce reduction, including severance payments and stock-based compensation expense resulting from acceleration in full of outstanding unvested stock options at the separation date for the impacted employees.

Interest Income

Interest income includes interest earned from certain bank accounts.

Other Income

We entered into a non-recurring contractual arrangement in the first quarter of 2023 with a non-related third party to transfer two lots of our clinical-scale, GMP-grade gamma-delta T cells, which the third party utilized in their research activities.

Income Taxes

Since our inception, we have not recorded any income tax benefits for the net losses we have incurred or for the research and development tax credits earned in each year, as we believe, based upon the weight of available evidence, that it is more likely than not that all of our net operating loss carryforwards and tax credit carryforwards will not be realized.

Results of Operations

Comparison of the Three Months Ended September 30, 2024 and 2023

The following table sets forth our results of operations for the three months ended September 30, 2024 and 2023 (in thousands):

	Three Months Ended September 30,		
	2024	2023	Change
Operating expenses:			
Research and development	$ 3,309	$ 3,786	$ (477)
General and administrative	2,732	3,383	(651)
Severance and related charges	1,068	—	1,068
Total operating expenses	7,109	7,169	(60)
Interest income	23	—	23
Loss from operations	(7,086)	(7,169)	83
Net loss	$ (7,086)	$ (7,169)	$ 83

Research and Development Expenses

The following table summarizes our research and development expenses for the three months ended September 30, 2024 and 2023 (in thousands):

	Three Months Ended September 30,		
	2024	2023	Change
Direct research and development expenses:			
INB-100	$ 198	$ 106	$ 92
INB-200	14	350	(336)
INB-400	966	566	400
Unallocated expenses			
Preclinical expenses	15	(12)	27
Personnel expenses (including stock-based compensation)	1,524	2,096	(572)
Facility-related and other expenses	592	680	(88)
Total research and development expenses	$ 3,309	$ 3,786	$ (477)

Research and development expenses were $3.3 million for the three months ended September 30, 2024, compared to $3.8 million for the comparable prior year period. The decrease of $0.5 million was primarily due to a decrease of $0.6 million in personnel expenses,

including salaries and stock-based compensation as a result of our workforce reduction and a decrease of $0.1 million in facility-related and other expenses primarily due to decreases in research and development activities in connection with our pipeline prioritization, partially offset by an increase of $0.2 million in direct costs related to our clinical trials, primarily related to our INB-400 program. As part of the Company's pipeline prioritization announced in September 2024, further clinical development on INB-400 has been suspended.

General and Administrative Expenses

General and administrative expenses were $2.7 million for the three months ended September 30, 2024, compared to $3.4 million for the comparable prior year period. The decrease of $0.7 million was primarily due to a decrease in salaries and bonus as a result of our workforce reduction and cost savings related to directors' and officers' insurance premiums, partially offset by an increase in professional services.

Severance and Related Charges

Severance and related charges were $1.1 million for the three months ended September 30, 2024, compared to zero for the comparable prior year period. The increase of $1.1 million was due to one-time costs related to the September 2024 workforce reduction, including stock-based compensation expense of $0.8 million resulting from acceleration in full of outstanding unvested stock options at the separation date for the impacted employees, and $0.3 million related to severance payments.

Interest Income

Interest income was $0.1 million for the three months ended September 30, 2024. We did not have interest income for the comparable period in the prior year. The increase was due to interest income earned from cash sweep accounts, which we opened during the first quarter of 2024.

Comparison of the Nine Months Ended September 30, 2024 and 2023

The following table sets forth our results of operations for the nine months ended September 30, 2024 and 2023 (in thousands):

	Nine Months Ended September 30,		
	2024	**2023**	**Change**
Operating expenses:			
Research and development	$ 13,368	$ 12,305	$ 1,063
General and administrative	10,007	10,434	(427)
Severance and related charges	1,068	—	1,068
Total operating expenses	24,443	22,739	1,704
Interest income	166	—	166
Other income	—	330	(330)
Loss from operations	(24,277)	(22,409)	(1,868)
Net loss	$ (24,277)	$ (22,409)	$ (1,868)

Research and Development Expenses

The following table summarizes our research and development expenses for the nine months ended September 30, 2024 and 2023 (in thousands):

	Nine Months Ended September 30,		
	2024	2023	Change
Direct research and development expenses:			
INB-100	$ 640	$ 380	$ 260
INB-200	409	605	(196)
INB-400	3,370	2,690	680
Unallocated expenses			
Preclinical expenses	61	44	17
Personnel-related expenses (including stock-based compensation)	6,583	6,165	418
Facility-related and other expenses	2,305	2,421	(116)
Total research and development expenses	$ 13,368	$ 12,305	$ 1,063

Research and development expenses were $13.4 million for the nine months ended September 30, 2024, compared to $12.3 million for the comparable prior year period. The increase of $1.1 million was primarily due to an increase of $0.7 million in direct costs related to our clinical trials, primarily related to our INB-100 and INB-400 programs, and an increase of $0.4 million in personnel-related costs, including salaries, benefits and stock-based compensation as a result of the increase in our headcount period over period, partially offset by a decrease in facility-related and other expenses of $0.1 million. As a result of our pipeline prioritization announced in September 2024, future clinical work on INB-400 has been suspended.

General and Administrative Expenses

General and administrative expenses were $10.0 million for the nine months ended September 30, 2024, compared to $10.4 million for the comparable prior year period. The decrease of $0.4 million was primarily due to a decrease in salaries and bonuses as a result of our workforce reduction.

Severance and Related Charges

Severance and related charges were $1.1 million for the nine months ended September 30, 2024, compared to zero for the comparable prior year period. The increase of $1.1 million was due to one-time costs related to the September 2024 workforce reduction, including stock-based compensation expense of $0.8 million resulting from acceleration in full of outstanding unvested stock options at the separation date for the impacted employees, and $0.3 million related to severance payments.

Interest Income

Interest income was $0.2 million for the nine months ended September 30, 2024. We did not have interest income for the comparable period in the prior year. The increase was due to interest income earned from cash sweep accounts, which we opened during the first quarter of 2024.

Other Income

We did not have other income for the three and nine months ended September 30, 2024. The decrease of $0.3 million was due to a non-recurring contractual arrangement with a non-related third party to transfer two lots of our clinical-scale, GMP-grade gamma-delta T cells in the comparable prior year period.

Liquidity and Capital Resources

Overview

We have funded our operations primarily through the sale of equity and equity-linked securities, including through our IPO, follow-on offerings, private placements and our ATM program. Through the date of this Quarterly Report, we have raised an aggregate of $132.1 million of gross proceeds from the sale of our securities.

As of September 30, 2024, we had cash of $4.0 million. Our current plan of operation is to continue to implement our revised business strategy, including clinical development of INB-100, and to seek potential collaborative partners for our GBM program and our earlier stage assets. Based on this business strategy, we expect that our existing cash as of September 30, 2024 plus the net proceeds from the 2024 Private Placement of $11.6 million after deducting placement agent fees and other estimated private placement expenses will fund our projected operating expenses and capital expenditure requirements through December 2025. Accordingly, there is substantial doubt about our ability to continue to operate as a going concern for a period of 12 months from the date of issuance of these condensed financial statements. For additional details, see "—Overview–Going Concern" above.

2024 Private Placement

In October 2024, the Company issued and sold units, comprised of an aggregate of 25,696,305 shares of the Company's common stock, 5,646,853 2024 Pre-Funded Warrants and 31,343,158 Series C Warrants, for net proceeds of $11.6 million after deducting placement agent fees and other estimated private placement expenses. The 2024 Pre-Funded Warrants have an exercise price of $0.0001 and the Series C Warrants have an exercise price of $0.27 per share. Each 2024 Pre-Funded Warrant is exercisable immediately and remains exercisable until exercised in full and each Series C warrant is exercisable immediately and will expire on October 4, 2027**.**

ATM Program

In November 2022, we filed a shelf registration statement on Form S-3 (File No. 333-268288) with the SEC, which permits the offering, issuance and sale by us of up to a maximum aggregate offering price of $200 million of our securities, of which $50 million of common stock may be issued and sold pursuant to an ATM program. We entered into a Controlled Equity Offering^{SM} sales agreement, or the Sales Agreement, with Cantor Fitzgerald and Truist, under which Cantor Fitzgerald and Truist agreed to act as our sales agents to sell shares of our common stock, from time to time, through the ATM program. On March 8, 2024, we delivered a termination notice to Truist, removing them as a sales agent under the ATM program. Such termination became effective on March 14, 2024. During the nine months ended September 30, 2024, we sold an aggregate of 3,479,623 shares of our common stock under the ATM program, resulting in net proceeds of approximately $3.8 million after deducting commissions and offering expenses.

Outstanding Warrants

As of September 30, 2024, we had issued and outstanding 574,241 pre-funded warrants, 11,803,829 Series A warrants (subject to amendment as described below) and 11,823,829 Series B warrants. The pre-funded warrants have an exercise price of $0.0001 per share. The Series A warrants, as amended, have an exercise price of $0.45 per share. the Series B warrants have an exercise price of $1.50 per share, and the Series C warrants have an exercise price of $0.395 per share. The Series A warrants are exercisable immediately and will expire on October 4, 2025. The Series B warrants are exercisable immediately and expire on December 13, 2028. The Series C warrants are exercisable immediately and will expire on October 4, 2027.

We may receive up to an aggregate of approximately $17.8 million of gross proceeds from the exercise of the Series A and Series C warrants, assuming the exercise in full of all of the warrants for cash. Further, if not otherwise redeemed by us, we may also receive aggregate proceeds of up to $17.7 million from the exercise of our outstanding Series B warrants. There is no assurance, however, that we will receive any additional proceeds from these warrants or that any additional financing or any revenue-generating collaboration will be available, when needed. *See* Note 8, Warrants, to our condensed financial statements for additional information.

Funding Requirements

We expect our expenses to increase substantially contingent on additional funding in connection with our ongoing activities, particularly as we advance the preclinical activities and clinical trials of our product candidates. Our primary uses of capital are, and we expect will continue to be, compensation and related expenses, third-party clinical research and development services, the costs of manufacturing our clinical and preclinical product candidates, clinical costs, legal and other regulatory expenses and general overhead costs.

Additionally, the process of testing drug candidates in clinical trials is costly, and the timing of progress in these trials is uncertain. We cannot estimate the actual amounts necessary to successfully complete the development and commercialization of our product candidates or whether, or when, we may achieve profitability. 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 and timing 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;
- our ability to establish a commercially viable pricing structure and obtain approval for coverage and adequate reimbursement from third-party and government payers;
- addressing any potential interruptions, delays and/or cost increases resulting from public health crises, increased interest rates and geopolitical tensions, such as the Israel-Hamas war and the Russia-Ukraine war;
- economic weakness, including inflation, or political instability in particular economies and markets;
- the effect of competing technological and market developments; and
- the extent to which we acquire or invest in businesses, products and technologies.

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.

Additionally, inflationary factors, such as increases in the cost of our clinical trial materials and supplies, interest rates and overhead costs may adversely affect our operating results. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, we may experience increases in the near future (especially if inflation rates rise) on our operating costs, including our labor costs and research and development costs, due to supply chain constraints, consequences associated with geopolitical tensions such as the Israel-Hamas war and the Russia-Ukraine war, and employee availability and wage increases, which may result in additional stress on our working capital resources.

Since inception, we have not generated any product revenue and have incurred net losses and negative cash flows from our operations. We have not yet commercialized any of our product candidates, which are in various phases of preclinical and clinical development, and we do not expect to generate revenue from sales of any products for the foreseeable future, if at all. It is likely that we will seek third-party collaborators for the future commercialization of our product candidates that are approved for marketing. However, we may seek to commercialize our products at our own expense, which would require us to incur significant additional expenses for marketing, sales, manufacturing and distribution.

Until such time as we can generate significant revenue from product sales, if ever, we expect to continue 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. In the event that additional financing is required, we may not be able to raise it on terms acceptable to us, or at all. If we raise additional funds through the issuance of equity or convertible debt securities, it may result in dilution to our existing stockholders.

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, increases in inflation expectations and the recent disruptions to, and volatility in, the credit and financial markets in the United States and worldwide resulting from uncertain economic conditions including inflation expectations and interest rates, the upcoming Federal election, bank failures, public health crises such as the COVID-19 pandemic, any potential for avian influenza or similar outbreak and other geopolitical tensions, such as the Israel-Hamas war and the Russia-Ukraine war. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or explore other strategic options for 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

Our material cash requirements as of September 30, 2024 included operating lease commitments, including the lease of our current headquarters office in New York, New York, laboratory and office space in Birmingham, Alabama and a manufacturing service agreement with a third party to engage in research of cell therapy products. As of September 30, 2024, we had fixed lease payment obligations of $6.7 million, with $3.2 million payable within 12 months. See Note 13, Equipment and Facility Leases to our condensed financial statements for additional information.

Except as disclosed above, we have no long-term debt 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, CMOs 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. These payments are not determinable.

Cash Flows

The following table summarizes our sources and uses of cash for each of the periods below (in thousands):

	Nine Months Ended September 30,	
	2024	**2023**
Net cash used in operating activities	$ (20,121)	$ (18,490)
Net cash used in investing activities	(154)	(528)
Net cash provided by financing activities	2,997	13,692
Net decrease in cash and restricted cash	$ (17,278)	$ (5,326)

Operating Activities

Cash used in operating activities was $20.1 million during the nine months ended September 30, 2024, primarily due to our net loss of $24.3 million and changes in operating assets and liabilities of $2.2 million, partially offset by an increase in non-cash charges of $6.1 million. Decreases in our operating assets and liabilities consisted primarily of $2.2 million in accrued expenses and other current liabilities relating primarily to accrued compensation, accrued clinical trials, and accrued legal, $0.7 million in long-term operating liabilities, partially offset by an increase of $0.2 million in accounts payable. Increases in our non-cash charges consisted primarily of $4.2 million in stock-based compensation due to the acceleration in full of outstanding unvested stock options as a result of our workforce reduction in September 2024, $1.2 million in amortization of right-of-use assets associated with our operating and finance leases for the period, and $0.7 million of depreciation.

Cash used in operating activities was $18.5 million during the nine months ended September 30, 2023, primarily due to our net loss of $22.4 million and changes in operating assets and liabilities of $1.1 million, partially offset by an increase in non-cash charges of $5.0 million. Decreases in our operating assets and liabilities consisted primarily of $1.2 million in accounts payable and $0.6 million in long-term operating liabilities, partially offset by an increase of $0.3 million in prepaid expenses and other current assets, $0.3 million in accrued expenses and other current liabilities relating to accrued leasehold improvements and accrued manufacturing costs and $0.1 million in short-term operating liabilities. Increases in our non-cash charges consisted primarily of $3.1 million in stock-based compensation due to increased employee headcount resulting from growth in our business, $1.2 million in amortization of right-of-use assets associated with our operating and finance leases for the period and $0.7 million of depreciation.

Investing Activities

Cash used in investing activities was $0.2 million during the nine months ended September 30, 2024, primarily due to purchases of property and equipment and construction in progress activity in relation to capitalized software.

Cash used in investing activities was $0.5 million during the nine months ended September 30, 2023, primarily due to purchases of property and equipment and construction in progress activity in relation to leasehold improvements to the leased space located in Alabama.

Financing Activities

Cash provided by financing activities was $3.0 million during the nine months ended September 30, 2024, primarily due to proceeds received from the issuance and sale of common stock pursuant to the ATM program of $3.8 million, partially offset by principal payments of $0.6 million on our leases and $0.2 million of deferred issuance costs.

Cash provided by financing activities was $13.7 million during the nine months ended September 30, 2023, primarily due to proceeds received from the issuance and sale of common stock pursuant to the ATM program of $14.3 million offset by principal payments of $0.6 million on our leases.

Critical Accounting Estimates

This Management's Discussion and Analysis of Financial Condition and Results of Operations is based on our condensed financial statements, which are prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of our condensed financial statements requires us to make estimates, assumptions and judgments that affect the reported

amounts of assets, liabilities, costs and expenses. We base our estimates and assumptions on historical experience, known trends and other factors that we believe to be 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. In making estimates and judgments, management employs critical accounting policies.

We have listed below our critical accounting policies that we believe to have the greatest potential impact on our condensed financial statements. Historically, our assumptions, judgments and estimates relative to our critical accounting estimates have not differed materially from actual results.

Research and Development Costs

We expense all costs incurred in performing research and development activities. Research and development expenses include salaries and benefits, stock-based compensation expense, lab supplies and facility costs, as well as fees paid to nonemployees and entities that conduct certain research and development activities on our behalf and expenses incurred in connection with license agreements. Non-refundable advance payments for goods or services that will be used for rendered or future research and development activities are deferred and amortized over the period that the goods are delivered, or the related services are performed, subject to an assessment of recoverability.

As part of the process of preparing our financial statements, we are required to estimate our accrued research and development expenses. We make estimates of our accrued expenses as of each condensed balance sheet date in the condensed financial statements based on facts and circumstances known to us at that time. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the expense. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from the estimate, we adjust the accrual or the amount of prepaid expenses accordingly. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in reporting amounts that are too high or too low in any particular period. To date, there have not been any material adjustments to our prior estimates of accrued research and development expenses.

Stock-Based Compensation

We measure all stock-based awards granted to employees, nonemployees and directors based on the fair value on the date of the grant and recognize compensation expense for those awards over the requisite service period, which is generally the vesting period of the respective award. We account for our stock-based compensation as an expense in the statements of operations based on the awards' grant date fair values. We account for forfeitures as they occur by reversing any expense recognized for unvested awards. We estimate the fair value of options granted using the Black-Scholes option-pricing model. The Black-Scholes option-pricing model requires inputs based on certain subjective assumptions, including (a) the expected stock price volatility, (b) the calculation of expected term of the award, (c) the risk-free interest rate and (d) expected dividends. Due to the lack of company-specific historical and implied volatility data, we have based our estimate of expected volatility on the historical volatility of a group of similar companies that are publicly traded. The historical volatility is calculated based on a period of time commensurate with the expected term assumption. The computation of expected volatility is based on the historical volatility of a representative group of companies with similar characteristics to us, including stage of product development and life science industry focus. We use the simplified method as allowed by the SEC Staff Accounting Bulletin (SAB) No. 107, Share-Based Payment, to calculate the expected term for options granted to employees, as we do not have sufficient historical exercise data to provide a reasonable basis upon which to estimate the expected term. The risk-free interest rate is based on a treasury instrument whose term is consistent with the expected term of the stock options. The expected dividend yield is assumed to be zero as we have never paid dividends and have no current plans to pay any dividends on our common stock.

Recent Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires disclosure of incremental segment information on an annual and interim basis. This ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024 on a retrospective basis. The Company does not expect the effect of this pronouncement to have a material impact on its disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which expands the disclosures required for income taxes. This ASU is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The amendment should be applied on a prospective basis while retrospective application is permitted. The Company is currently evaluating the effect of this pronouncement on its disclosures.

The Company has evaluated all other issued and unadopted Accounting Standard Updates and believes the adoption of these standards will not have a material impact on the condensed financial statements.

Emerging Growth Company and Smaller Reporting Company Status

We qualify as an emerging growth company ("EGC") as defined in the Jumpstart Our Business Startups Act ("JOBS Act"). As an EGC, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable generally to public companies, including reduced disclosure about our executive compensation arrangements, exemption from the requirements to hold non-binding advisory votes on executive compensation and golden parachute payments and exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting.

We may take advantage of these exemptions until December 31, 2026, or such earlier time that we are no longer an emerging growth company. We would cease to be an EGC earlier if we have more than $1.235 billion in annual revenue, we have more than $700.0 million in market value of our stock held by non-affiliates or we issue more than $1.0 billion of non-convertible debt securities over a three-year period. For so long as we remain an EGC, we are permitted, and intend, to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not EGCs. We may choose to take advantage of some, but not all, of the available exemptions.

In addition, the JOBS Act provides that an EGC can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an EGC to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected not to "opt out" of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, we will adopt the new or revised standard at the time private companies adopt the new or revised standard and will do so until such time that we either (i) irrevocably elect to "opt out" of such extended transition period or (ii) no longer qualify as an EGC. Therefore, the reported results of operations contained in our financial statements may not be directly comparable to those of other public companies.

We are also a "smaller reporting company," and we may continue to be a smaller reporting company until either (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.

If we are a smaller reporting company at the time we cease to be an EGC, 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 and, similar to EGCs, smaller reporting companies have reduced disclosure obligations regarding executive compensation.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are a smaller reporting company as defined by Item 10 of Regulation S-K and are not required to provide the information otherwise required 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 their objectives and 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 Officer, 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 Officer have concluded that as of September 30, 2024, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the nine months ended September 30, 2024, 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 involved in various legal proceedings arising in the ordinary course of our business. We are not currently a party to any material legal proceedings that we believe could have a material adverse effect on our business, operating results or financial condition.

Item 1A. Risk Factors.

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this Quarterly Report on Form 10-Q, including our financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding whether to invest in our common stock. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations and prospects. In such an event, the market price of our common stock could decline and you may lose all or part of your investment.

Summary of Selected Risk Factors Associated with Our Business

The following is a summary of the principal risks associated with an investment in our common stock:

- There is substantial doubt regarding our ability to continue as a going concern. We will require substantial additional funding to finance our operations through regulatory approval, and if we are unable to raise capital, we could be forced to delay, reduce or explore other strategic options for certain of our development programs, or even terminate our operations.
- Raising additional capital may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our product candidates.
- A sale of a substantial number of shares of our common stock may cause the price of our common stock to decline.
- Our outstanding warrants may not be exercised and we may not receive any cash proceeds from any exercise of warrants.
- The report of our independent registered public accounting firm for the years ended December 31, 2023 and 2022 contains an explanatory paragraph regarding substantial doubt about our ability to continue as a going concern.
- We have incurred significant operating losses since inception and anticipate that we will continue to incur substantial operating losses for the foreseeable future and may never achieve or maintain profitability.
- Our ability to raise capital may be limited by applicable laws and regulations.
- We have a limited operating history and have no products approved for commercial sale, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.
- We are dependent on the successful clinical development, regulatory approval and commercialization of our gamma-delta T cell product candidates. If we are not able to obtain required regulatory approvals, we will not be able to commercialize our product candidates and our ability to generate product revenue will be adversely affected.
- Interim, "topline" and preliminary data from our clinical trials that we announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.
- Our DeltEx product candidates utilize novel approaches to cell therapies, including cancer treatment, which presents significant challenges to successfully develop, manufacture and commercialize our product candidates.
- The clinical and commercial utility of our DeltEx platform is uncertain and may never be realized. Additionally, certain aspects of the function and production of gamma-delta T cells are poorly understood or currently unknown, and may only become known through further preclinical and clinical testing.
- Clinical product candidate development involves a lengthy and expensive process with uncertain outcomes. We may incur additional costs and encounter substantial delays or difficulties in our clinical trials.
- If we encounter difficulties in enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.
- We may not be able to file investigational new drug ("IND") applications to commence additional clinical trials on the timelines we expect, and even if we are able to, the FDA may not permit us to proceed.

- Development of a product candidate intended for use in combination with an already approved therapy may present increased complexity and more or different challenges than development of a product candidate for use as a single agent or monotherapy.
- Public opinion and scrutiny of our competitors, cell-based immunotherapy and genetic modification approaches may impact public perception of our company and product candidates, or may adversely affect our ability to conduct our business, raise additional capital and our business plans.
- We face significant competition, and many of our competitors have substantially greater experience and resources than we have.
- Our manufacturing process is complex, and we may encounter difficulties in production, which would delay or prevent our ability to provide a sufficient supply of our product candidates for future clinical trials or commercialization, if approved.
- We may rely on third-party contractors or contract development manufacturing organization for the manufacturing of our product candidates, and failure by those parties to adequately perform their obligations could harm our business.
- We currently store our gamma-delta T cells and biologic correlative and research specimens from clinical trials and development programs and clinical lentivectors at our research and development facilities and at the facilities of our clinical and/or manufacturing partners, and any damage or loss to our storage freezers and/or facilities from natural disasters or otherwise would cause delays in replacement, and our business could suffer.
- We are currently dependent on a single third-party supplier for manufacture of our automated manufacturing device and our lentiviral vectors. These are critical products required for the manufacturing of our product candidates, including INB-100, INB-200 and INB-400. Any damage or loss to the ability of our suppliers to deliver supplies in a timely manner could cause delays in manufacturing or our clinical trials and our business could suffer.
- We rely on third-party healthcare professionals to procure cells for manufacturing and to administer gamma-delta T cells to patients, and our business could be harmed if these third parties administer these processes and/or cells incorrectly.
- Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues. If we breach our license agreements with the University of Alabama at Birmingham Research Foundation, Children's Healthcare of Atlanta, Inc. and Emory University, or any of the other agreements under which we acquired, or will acquire, the intellectual property rights to our product candidates, we could lose the ability to continue the development and commercialization of the related product.
- If we are unable to obtain and maintain patent protection for our product candidates and technology, or if the scope of the patent protection obtained is not sufficiently broad or robust, our competitors could develop and commercialize products and technology similar or identical to ours, and our ability to successfully commercialize our product candidates and technology may be adversely affected.
- Our ability to compete in the pharmaceuticals industry depends upon our ability to attract and retain highly qualified managerial, scientific, medical and other personnel. We are highly dependent on the services of our co-founders, William Ho, our President and Chief Executive Officer, and Dr. Lawrence Lamb, our Chief Scientific Officer, and the loss of these members of our management team or other key employees could impede, delay or prevent the successful development of our product pipeline, the completion of our current and planned clinical trials, and the commercialization of our products or in-licensing or acquisition of new assets, and could negatively impact our ability to successfully implement our business plan.
- Actual or perceived failures to comply with applicable data privacy and security obligations, including laws, regulations, standards and other requirements could lead to regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, reputational harm, loss of revenue or profits, and other adverse business consequences.
- If we fail to satisfy all applicable requirements of Nasdaq and it determines to delist our common stock, the delisting could adversely affect the market liquidity of our common stock and the market price of our common stock could decrease.
- Unstable market and economic conditions, including as a result of interest rate volatility, inflation expectations, bank closures, the U.S. federal elections, public health crises or geopolitical tensions, such as the Russia-Ukraine and/or the Israel-Hamas wars, may have serious adverse consequences on our business, ability to raise capital, financial condition and share price.

Risks Related to Our Financial Position and Capital Needs

There is substantial doubt regarding our ability to continue as a going concern. We will require substantial additional funding to finance our operations, and if we are unable to raise capital, we could be forced to delay, reduce or explore other strategic options for certain of our development programs, or even terminate our operations.

Our existing cash of $4.0 million as of September 30, 2024 plus the net proceeds of $11.6 million from the 2024 Private Placement is expected to fund our operations through December 2025. We continue to deploy cash preservation to defer or reduce costs in the near term in order to preserve capital and increase financial flexibility. These cash preservation measures may impact our ability and the timing to execute our strategy. For example, in September 2024, we announced that we have suspended patient enrollment in the INB-400 Phase 2 clinical trial for newly diagnosed GBM while we explore partnership opportunities for the program. Our ability to continue as a going concern will depend on our ability to obtain additional funding, as to which no assurances can be given. We continue to analyze various alternatives, including additional debt or equity financings or other arrangements.

We expect our expenses to continue to increase in connection with our ongoing activities, particularly as we conduct clinical trials of, and seek marketing approval for, our product candidates and advance our other programs. Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is a very time-consuming, expensive and uncertain process that takes years to complete. Other unanticipated costs may also arise. Because the design and outcome of our ongoing and anticipated 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 any product candidate we develop. Moreover, we will need to obtain substantial additional funding in connection with our continuing operations and planned research and clinical development activities. Our future capital requirements will depend on many factors, including:

- the timing, progress, costs and results of our ongoing preclinical studies and clinical trials of our product candidates;
- the scope, progress, results and costs of preclinical development, laboratory testing and clinical trials of other product candidates that we may pursue;
- our ability to establish collaborations on favorable terms, if at all;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs and timing of future commercialization activities, including product manufacturing, marketing, sales, reimbursement and distribution, for any of our product candidates for which we may receive marketing approval;
- the revenue, if any, received from commercial sales of our product candidates for which we may receive marketing approval;
- the cost of any milestone and royalty payments with respect to any approved product candidates;
- 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;
- the costs of operating as a public company; and
- the extent to which we acquire or in-license other product candidates and technologies.

We may never generate the necessary data or results required to obtain regulatory approval in order to generate revenue from product sales. In addition, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of products that we do not expect to be commercially available for several years, if at all. Accordingly, we will need to continue to rely on additional financing to achieve our business objectives. Adequate additional financing may not be available to us on acceptable terms, or at all. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. Our ability to raise additional capital may be adversely impacted by potential worsening global economic conditions, interest rates, inflation expectations, the U.S. federal election, recent disruptions to and volatility in the credit and financial markets in the United States and worldwide resulting from public health crises and geopolitical tensions, such as the Israel-Hamas war and the Russia-Ukraine war. If we are unable to raise capital when needed or on acceptable terms, we could be forced to delay, reduce, or explore other strategic options for our research and development programs or other opportunities, or even terminate our operations. If we do not obtain additional financing and are required to terminate our operations, our stockholders will lose all or a part of their investment.

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

Until such time, if ever, as we can generate substantial product revenue, we will need to finance our cash needs through public or private equity or debt financings, third-party funding, marketing and distribution arrangements, as well as other collaborations, strategic alliances and licensing arrangements, or any combination of these approaches. We do not have any committed external source of funds. To the extent that we raise additional capital, if available, through the sale of equity or convertible debt securities, including through our ATM program, your ownership interest in our company may be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a stockholder. Debt and equity financings, if available, may involve agreements

that include covenants limiting or restricting our ability to take specific actions, such as redeeming our shares, making investments, incurring additional debt, making capital expenditures, declaring dividends or placing limitations on our ability to acquire, sell or license intellectual property rights.

If we raise additional capital through future collaborations, strategic alliances or third-party licensing arrangements, we may have to relinquish valuable rights to our intellectual property, future revenue streams, research programs or product candidates, or grant licenses on terms that may not be favorable to us, if at all. If we are unable to raise additional capital when needed, we may be required to delay, limit, reduce or explore other strategic options for our product candidate development or future commercialization efforts, or grant rights to develop and market product candidates that we would otherwise develop and market ourselves.

A sale of a substantial number of shares of our common stock may cause the price of our common stock to decline.

Sales of a substantial number of shares of our common stock in the public market could occur at any time, including as a result of exercises of the outstanding warrants. If our stockholders sell, or the market perceives that our stockholders intend to sell, substantial amounts of our common stock in the public market, the market price of our common stock could decline significantly. We cannot predict what effect, if any, sales of our shares in the public market or the availability of shares for sale will have on the market price of our common stock. However, future sales of substantial amounts of our common stock in the public market, including shares issued upon exercise of outstanding options, or the perception that such sales may occur, could adversely affect the market price of our common stock.

We also expect that significant additional capital may be needed in the future to continue our planned operations. To raise capital, 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. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common stock.

Our outstanding Series A, Series B and Series C warrants may not be exercised and we may not receive any cash proceeds from any exercise of warrants.

As of September 30, 2024, we had 574,241 pre-funded warrants, 11,803,829 Series A warrants and 11,823,829 Series B warrants outstanding. Additionally, on October 4, 2024, we issued and sold units, comprised of an aggregate of 25,696,305 shares of common stock, an additional 5,646,853 pre-funded warrants and 31,343,158 Series C warrants to purchase one share of Common Stock ("2024 Private Placement"). The pre-funded warrants have an exercise price of $0.0001 per share. The Series A warrants, as amended, have an exercise price of $0.45 per share. The Series B warrants have an exercise price of $1.50 per share. The Series C warrants have an exercise price of $0.395 per share.

The Series A warrants are exercisable immediately and will expire on June 13, 2025. The Series B warrants are exercisable immediately and will expire on December 13, 2028. The Series C warrants are exercisable immediately and will expire on October 4, 2024.

In connection with the 2024 Private Placement, the Company agreed to amend certain of the Company's outstanding Series A Warrants, to (i) reduce the exercise price from $1.25 to $0.45 per share and (ii) extend the termination date of the Series A Warrants to October 4, 2025.

We may receive up to an aggregate of approximately $31.6 million from the exercise of the Series A, Series B and Series C warrants, assuming the exercise in full of all of the warrants for cash. However, we will only receive proceeds to the extent the holders of warrants elect to exercise or, in the case of the Series A warrants, if the mandatory exercise feature is triggered. We can provide no assurances as to the amount of proceeds we will receive from the exercise of warrants or whether we will receive any proceeds at all. Additionally, the warrants may, in certain circumstances, be exercised by way of a cashless exercise, meaning that the holder may not pay a cash purchase price upon exercise, but instead would receive upon such exercise the net number of shares of our common stock determined according to the formula set forth in the applicable warrant. Accordingly, we may not receive any additional funds, or any significant additional funds, upon any exercise of the warrants.

The report of our independent registered public accounting firm for the years ended December 31, 2023 and 2022 contains an explanatory paragraph regarding substantial doubt about our ability to continue as a going concern.

Due to the uncertainty of our ability to meet our current operating and capital expenses, in its report on our audited annual financial statements as of and for the years ended December 31, 2023 and 2022, our independent auditors included an explanatory paragraph regarding our ability to continue as going concern. Substantial doubt about our ability to continue as a going concern may materially and adversely affect the price per share of our common stock and we may have a more difficult time obtaining financing. Further, the perception that we may be unable to continue as a going concern may impede our ability to raise additional funds or operate our business due to concerns regarding our ability to discharge our contractual obligations.

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

We have incurred significant operating losses since inception. Our net loss was $24.3 million and $22.4 million for the nine months ended September 30, 2024 and 2023, respectively. As of September 30, 2024, we had an accumulated deficit of $115.5 million. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. Since inception, we have devoted substantially all of our efforts to research and preclinical and clinical development of our product candidates, organizing and staffing our company, business planning, raising capital, establishing our intellectual property portfolio and conducting clinical trials. To date, we have never obtained regulatory approval for, or commercialized, any product candidates. It could be several years, if ever, before we have a commercialized product. The net losses we incur may fluctuate significantly from quarter to quarter and year to year. We anticipate that our expenses will increase substantially if, and as, we:

- conduct our current and future clinical trials for our product candidates;
- continue to develop and advance our preclinical product candidates;
- seek regulatory and marketing approvals for any of our current and future product candidates that successfully complete clinical trials;
- establish our manufacturing capability, including developing our contract development and manufacturing relationships, and building our internal manufacturing facilities;
- maintain, expand and protect our intellectual property portfolio;
- expand our operational, financial, and management systems and increase personnel, including personnel to support our preclinical and clinical development, manufacturing and commercialization efforts;
- establish a sales, marketing and distribution infrastructure in the future to commercialize any current or future product candidate for which we may obtain marketing approval;
- seek to identify, discover, develop and commercialize additional product candidates; and
- incur additional legal, accounting or other expenses in operating our business, including the additional costs associated with operating as a public company.

To become and remain profitable, we must succeed in developing and eventually commercializing products that generate significant revenue. This will require us to be successful in a range of challenging activities, including completing preclinical studies and clinical trials of our current and future product candidates, obtaining regulatory approval, establishing and validating commercial-scale current good manufacturing practices ("cGMP") facilities, marketing and selling any products for which we obtain regulatory approval (including through third parties), as well as discovering or acquiring and developing additional product candidates. We are only in the preliminary stages of some of these activities. As inflation expectations remain uncertain in the United States and globally, we expect the costs of certain activities will increase. Should suppliers and consultants increase prices to cover increased wages and materials costs, we expect our expenses and cash utilization could increase substantially. We may never succeed in these activities and, even if we do, may never generate revenues that are sufficient to offset our expenses and achieve profitability.

Because of the numerous risks and uncertainties associated with product candidate development, we are unable to accurately predict the timing or amount of expenses or when, or if, we will be able to achieve profitability. If we are required by regulatory authorities to perform clinical trials or preclinical studies in addition to those currently expected, or if there are any delays in the initiation and completion of our clinical trials or the development of any of our product candidates, our expenses could increase.

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

Our ability to raise capital may be limited by applicable laws and regulations.

Using a shelf registration statement on Form S-3 to raise additional capital generally takes less time and is less expensive than other means, such as conducting an offering under a Form S-1 registration statement. However, our ability to raise capital using a shelf registration statement may be limited by, among other things, SEC rules and regulations. Under SEC rules and regulations, if our public float (the market value of our common stock held by non-affiliates) is less than $75.0 million, then the aggregate market value of securities sold by us or on our behalf under our Form S-3 in any 12-month period is limited to an aggregate of one-third of our public float. As our public float is currently less than $75.0 million, we are currently subject to this limitation. If our ability to utilize a Form S-3 registration statement for a primary offering of our securities continues to be limited to one-third of our public float, we may need

to conduct such an offering pursuant to an exemption from registration under the Securities Act or under a Form S-1 registration statement, which would increase the cost of raising additional capital relative to utilizing a Form S-3 registration statement.

We have a limited operating history and have no products approved for commercial sale, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We are an early clinical-stage biotechnology company with a limited operating history upon which you can evaluate our business and prospects. Our operations to date have been limited to financing and staffing our company, developing our technology, identifying and developing our product candidates, undertaking preclinical studies, initiating and conducting clinical trials for INB-400, INB-200 and INB-100, business planning and raising capital. Other than INB-200 and INB-100, all of our ongoing research programs are still in the preclinical or research stage of development, and the risk of failure in the biopharmaceutical industry for programs or products candidates at such stage of development is even higher than those in the clinical stage of development. We have not yet demonstrated an ability to successfully conduct or complete any clinical trials, including large-scale, multi-center pivotal clinical trials, obtain marketing approval, manufacture a clinical or 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. Typically, it takes about six to ten years to develop a new drug from the time it enters Phase 1 clinical trials to when it is approved for treating patients, but in many cases it may take longer. Consequently, predictions 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 genetic medicine product candidates.

In addition, as a business with a limited operating history, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors. We will eventually need to transition from a company with a research and clinical focus to a company, if any of our product candidates are approved, capable of supporting commercial activities. We may not be successful in such a transition.

Risks Related to the Development of Our Product Candidates

We are dependent on the successful clinical development, regulatory approval and commercialization of our gamma-delta T cell product candidates. If we are not able to obtain required regulatory approvals, we will not be able to commercialize our product candidates and our ability to generate product revenue will be adversely affected.

Our business is dependent on our ability to successfully complete development of, obtain regulatory approval for, and, if approved, successfully commercialize our product candidates in a timely manner. We may face unforeseen challenges in our product candidate development strategy, and we can provide no assurances that our product candidate or clinical trial design will prove to be effective, that we will be able to take advantage of abbreviated regulatory pathways for any of our product candidates, or that we will ultimately be successful in our future clinical trials. We expect that a substantial portion of our efforts and expenses over the next several years will be devoted to the development of our lead product candidate, INB-100, in our ongoing clinical trials. Our product candidates are in early stages of development and may never be commercialized. Additionally, we announced in September 2024 that we have suspended patient enrollment in the INB-400 Phase 2 clinical trial for newly diagnosed GBM while we explore partnership opportunities, if any, for the program. We would require substantial additional funds to recommence these trials.

We currently anticipate seeking initial regulatory approvals in the United States and the European Union but may in the future submit applications for the regulatory approval of one or more of our product candidates to additional foreign regulatory authorities. We have not applied or obtained regulatory approval for any product candidate in the United States or abroad, and it is possible that neither our current product candidates nor any product candidates we may seek to develop in the future will obtain regulatory approval. Neither we nor any of our partners are permitted to market any of our product candidates in the United States or abroad until we receive regulatory approval from the FDA or the applicable foreign regulatory agency.

All of our product candidates will require additional clinical and non-clinical development, regulatory review and approval in multiple jurisdictions, substantial investment, access to sufficient commercial manufacturing capacity and significant marketing efforts before they can be successfully commercialized. Prior to obtaining approval to commercialize any product candidate in the United States or abroad, we must demonstrate with substantial evidence from well-controlled clinical trials, and to the satisfaction of the FDA or comparable foreign regulatory authorities, that such product candidate is safe and effective for its intended uses. Results from preclinical studies and clinical trials can be interpreted in different ways. Even if we believe that the preclinical or clinical data for our product candidates are promising, such data may not be sufficient to support approval by the FDA and other regulatory authorities. The FDA may also require us to conduct additional preclinical studies, assay development or clinical trials for our product candidates either pre- or post-approval, or it may object to elements of our clinical development program, requiring their alteration. We may also decide to modify clinical protocols or procedures in future clinical trials based on clinical and experimental data.

Of the large number of products in development, only a small percentage successfully complete the FDA or comparable foreign regulatory authorities' approval processes and are commercialized. The lengthy approval or marketing authorization process as well as

the unpredictability of future clinical trial results may result in our failing to obtain regulatory approval or marketing authorization to market our product candidates, which would significantly harm our business, financial condition, results of operations and prospects.

Our product candidates could fail to receive regulatory approval from the FDA or a comparable foreign regulatory authority for many reasons, including, among others:

- disagreement with the design or conduct of any of our clinical trials;
- failure to demonstrate to the satisfaction of regulatory agencies that our product candidates are safe and effective, or have a positive benefit/risk profile for its proposed indication;
- failure of clinical trials to meet the level of statistical significance required for approval;
- disagreement with our interpretation of data from preclinical studies or clinical trials;
- the insufficiency of data collected from clinical trials of our product candidates to support the submission and filing of a Biologics License Application ("BLA") or other submission or to obtain regulatory approval;
- failure to obtain approval of our manufacturing processes or facilities of third-party manufacturers with whom we contract for clinical and commercial supplies or our own manufacturing facility; or
- changes in the approval policies or regulations that render our preclinical and clinical data insufficient for approval.

Additionally, any delay in, or termination of, our clinical trials will delay the submission of a BLA to the FDA or other similar applications with other relevant foreign regulatory authorities and, ultimately, our ability to commercialize our product candidates, if approved, and generate product revenue.

Even if we eventually complete clinical testing and receive approval of a BLA, or foreign marketing application for our product candidates, the FDA or the comparable foreign regulatory authorities may grant approval or other marketing authorization contingent on the performance of costly additional clinical trials, including post-market clinical trials. The FDA or the comparable foreign regulatory authorities also may approve or authorize for marketing a product candidate for a more limited indication or patient population than we originally request, and the FDA or comparable foreign regulatory authorities may not approve or authorize the labeling that we believe is necessary or desirable for the successful commercialization of a product candidate. Any delay in obtaining, or inability to obtain, applicable regulatory approval or other marketing authorization would delay or prevent commercialization of that product candidate and would adversely impact our business and prospects.

Moreover, because all of our product candidates are based on the same core gamma-delta T cell technology, if any of our product candidates encounter safety or efficacy problems, developmental delays or regulatory issues or other problems including the failure to demonstrate comparability or equivalence, these could impact the development plans for our other product candidates. Our failure to timely complete clinical trials, obtain regulatory approval or, if approved, commercialize our product candidates could adversely affect our business, financial condition and results of operations.

Our product candidates are in early stages of development, and therefore they will require extensive additional preclinical and clinical testing. Success in preclinical studies or early-stage clinical trials may not be indicative of results in future clinical trials and we cannot assure you that any ongoing, planned or future clinical trials will lead to results sufficient for the necessary regulatory approvals.

Because our product candidates are in early stages of development, they will require extensive preclinical and clinical testing. INB-200 and INB-100 are our only product candidates currently in clinical trials. In September 2024, we announced that we have suspended patient enrollment in the INB-400 Phase 2 clinical trial for newly diagnosed GBM while we explore partnership opportunities for the program. Success in preclinical testing and early-stage clinical trials does not ensure that later clinical trials and/or product candidate will generate the same results or otherwise provide adequate data to demonstrate the efficacy, safety and equivalency of a product candidate. Preclinical studies and Phase 1 clinical trials are primarily designed to test safety, to study pharmacokinetics and pharmacodynamics and to understand the side effects of product candidates at various doses and schedules. Success in preclinical studies and earlier clinical trials does not ensure that later efficacy trials will be successful, nor does it predict final results. Our product candidates may fail to show the desired safety and efficacy in clinical development despite positive results in preclinical studies or even if they successfully advance through earlier clinical trials.

For example, although we have undertaken Phase 1 clinical trials for INB-200 and INB-100, the FDA has not yet made any determination regarding safety and efficacy of either product candidate in the targeted indications. Further, our novel approaches to immune cell therapies are unproven and as such, the cost and time needed to develop our product candidates is difficult to predict and our efforts may not be successful. If we do not observe favorable results in clinical trials of our product candidates, we may decide to delay or abandon clinical development of such product candidate. Any such delay or abandonment could harm our business, financial condition, results of operations and prospects.

In addition, the design of a clinical trial can determine whether its results will support approval of a product, and flaws in the design of a clinical trial may not become apparent until the clinical trial is well advanced. As an organization, we have limited experience designing clinical trials and may be unable to design and execute a clinical trial to support regulatory approval. Many companies in the pharmaceutical and biotechnology industries have suffered significant setbacks, including failure in late-stage clinical trials even after achieving promising results in preclinical testing and earlier clinical trials. Data obtained from preclinical and clinical activities are subject to varying interpretations, which may delay, limit or prevent regulatory approval.

Further, we cannot predict with any certainty if or when we might submit a BLA for regulatory approval for any of our product candidates or whether any such BLA will be accepted for review by the FDA, or whether any BLA will be approved upon review. Even if our clinical trials are completed as planned, we cannot be certain that their results will support our proposed indications. Success in preclinical testing and early clinical trials does not ensure that later clinical trials will be successful, and we cannot be sure that the results of later clinical trials will replicate the results of prior clinical trials and preclinical testing. The clinical trial process may fail to demonstrate that our product candidates are safe and effective for their proposed uses. This failure could cause us to abandon a product candidate and may delay development of other product candidates. Any delay in, or termination of, our clinical trials will delay and possibly preclude the filing of any BLAs with the FDA and, ultimately, our ability to commercialize our product candidates and generate product revenues.

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

From time to time, we may publish interim, "topline" or preliminary data from our clinical trials. Interim, "topline" or preliminary 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. Interim, "topline" and preliminary data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, interim, "topline," and preliminary data should be viewed with caution until the final data are available. Differences between interim, "topline" and preliminary data and final data could significantly harm our business prospects and may cause the trading price of our common stock to fluctuate significantly.

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

Our DeltEx product candidates utilize novel approaches to cell therapies, including cancer treatment, which presents significant challenges to successfully develop, manufacture and commercialize our product candidates.

We believe that our product candidates represent a novel approach to immunotherapy, including cancer treatment, and we have concentrated significant research and development efforts to date developing our INB-200 and INB-100 product candidates, as well as our additional drug-resistant immunotherapy ("DRI") gamma-delta T cell preclinical product candidates. Gamma-delta T cell immunotherapy is a newly emerging field and our approaches, including genetic modification and DeltEx DRI gamma-delta T cells, have not been extensively tested over any significant period. We have not yet succeeded and may never succeed in demonstrating efficacy and safety for any of our product candidates in clinical trials or in obtaining marketing approval thereafter.

For example, INB-100, our novel allogeneic gamma-delta T cell product candidate that we are initially developing for the treatment of patients with acute leukemia undergoing hematopoietic stem cell transplantation, is manufactured from healthy donor T cells using our proprietary manufacturing process. Allogeneic versions of cell therapy and gamma-delta T cell product candidates is an unproven field of development and is subject to particular risks that are difficult to quantify, including understanding and addressing variability in the quality and quantity of a donor’s T cells and the patient’s potential immune reaction to the foreign donor cells, which could ultimately affect safety, efficacy and our ability to produce product in a reliable and consistent manner. As such, we may be faced with unforeseen results, delays and setbacks, in addition to the other foreseeable risks and uncertainties associated with developing immune cell therapies.

Additionally, we are the first company to advance a genetically modified gamma-delta T cell product candidate, INB-200, which we are currently developing for the treatment of certain solid tumors, into the clinic. The manufacture of our cell therapies involves

complex processes, including, for INB-100, where blood cells are isolated from an allogeneic donor via leukapheresis, gamma-delta T cells are expanded and activated, and other cells are removed through magnetic separation and then cryopreserved. For INB-200, blood cells are isolated from the patient via leukapheresis, the gamma-delta T cells are transduced, expanded and activated, and, if required, other cells are removed through magnetic separation prior to cryopreservation.

Any delay or difficulties in manufacturing lentiviral vector and/or clinical supply of INB-200, INB-100 or any of our other current or future product candidates would adversely affect our business and operations. For additional details surrounding risks related to our manufacturing process, see the risks highlighted in "Risks Related to Manufacturing and our Dependence on Third Parties," including "— Our manufacturing process is complex and we may encounter difficulties in production, which would delay or prevent our ability to provide a sufficient supply of our product candidates for future clinical trials or commercialization, if approved."

Advancing product candidates utilizing such novel approaches to immunotherapy creates significant challenges for us, including, among others:

- manufacturing our product candidate to our specifications and in a timely manner to support our clinical trials, and, if approved, commercialization;
- sourcing clinical and, if approved, commercial supplies for the raw materials used to manufacture our product candidates;
- understanding and addressing variability in the quality of a donor and/or patient's T cells, which could ultimately affect our ability to produce our product candidates in a reliable and consistent manner;
- conditioning patients with chemotherapy or other lymphodepletion agents in advance of administering our product candidates, which may increase the risk of adverse side effects;
- educating medical personnel regarding how to properly isolate cells, administer our cells and the potential side effect profile of our product candidates, such as cytokine release syndrome, neurotoxicity, graft versus host disease, prolonged cytopenia, infections, hygromas and neutropenic sepsis, among others;
- enrolling sufficient numbers of patients in clinical trials;
- training a sufficient number of technicians in how to properly manufacture our cells;
- developing a reliable, safe, effective and cost-effective means of consistently expanding and manufacturing our cells;
- understanding and addressing variability in demand for manufacturing and its impact on capacity utilization of available infrastructure and costs;
- developing a reliable, safe and effective means of genetically modifying our cells;
- submitting applications for and obtaining regulatory approval, as the FDA and other regulatory authorities have limited experience with commercial development of immunotherapies for cancer and viral associated infectious diseases; and
- establishing sales and marketing capabilities, as well as developing a manufacturing process and distribution network to support the commercialization of any approved products.

We must be able to overcome these challenges in order for us to successfully develop, commercialize and manufacture our product candidates utilizing our novel approaches to gamma-delta T cell therapies.

The clinical and commercial utility of our DeltEx platform is uncertain and may never be realized. Additionally, certain aspects of the function and production of gamma-delta T cells are poorly understood or currently unknown and may only become known through further preclinical and clinical testing.

To date, gamma-delta T cells have only been evaluated in early clinical trials. These clinical trials were primarily designed to evaluate safety and tolerability, and not designed to produce statistically significant results as to efficacy. Most of the data to date regarding gamma-delta T cells were derived from clinical trials not conducted by us, including physician-sponsored clinical trials, and utilizing gamma-delta T cells not manufactured by us. We currently have two ongoing clinical trials to evaluate gamma-delta T cells in investigator-sponsored clinical trials, which have enrolled and dosed only a limited number of patients to date. Success in early clinical trials does not ensure that large-scale clinical trials will be successful, nor does it predict final results. Even after the completion of our ongoing Phase 1 clinical trials, our gamma-delta T cell product candidates will have only been tested in a small number of patients. Results from these clinical trials may not necessarily be indicative of the safety and tolerability or efficacy of our product candidates as we expand into larger clinical trials.

We may not ultimately be able to provide the FDA with substantial clinical evidence to support a claim of safety, efficacy, equivalency, purity and potency sufficient to enable the FDA to approve our DeltEx platform product candidates for any indication. This may be because early clinical trials do not meet their endpoints, because later clinical trials fail to reproduce favorable data obtained

in earlier clinical trials, because the results of such trials are not statistically significant, because the FDA disagrees with how we interpret the data from these clinical trials, or because the FDA does not accept these therapeutic effects as valid endpoints in pivotal clinical trials necessary for market approval. For example, we are developing INB-100 for the treatment of patients undergoing hematopoietic stem cell transplantation for the treatment of hematological malignancies, and our manufacturing process is predominantly based on cells received from healthy haploidentical related donors with at least half of the major human leukocyte antigen ("HLA") types matched. Our clinical development plan for INB-100 will seek to determine the safety of HLA mismatched, donor-derived gamma-delta T cells and establish the risk of graft versus host disease ("GvHD") if any. While mismatched gamma-delta T cells are not known to initiate GvHD, we have observed grade 1 and/or 2 GvHD in approximately 60% of patients treated with INB-100 to date. We will also seek to better understand the persistence of mismatched gamma-delta T cells and their potential impact on immune reconstitution, clinical activity and duration of response. The grade 1/2 GvHD that we have observed has been responsive to steroid treatment, and we believe that a high degree of HLA matching will not be required to prevent or reduce the risks of GvHD or for clinically meaningful activity and durability of response. Recent competitor data presented at ASCO 2024 demonstrated that persistence of donor derived cells are correlated with levels of HLA matching and they are now advancing their programs to be haploidentical matched as we have in our INB-100 program. If it becomes apparent through preclinical testing or additional clinical trials that such HLA matching is always required, a future "off-the-shelf" product may not be attainable, which could prevent or delay the further advancement of "off-the-shelf" product candidates and adversely affect our business and future development plans. We will also need to demonstrate that our DeltEx platform product candidates are safe. We do not have data on possible harmful long-term effects of our DeltEx platform product candidates and do not expect to have this data in the near future. As a result, our ability to generate clinical safety and efficacy data sufficient to support submission of a marketing application or commercialization of our DeltEx platform product candidates is uncertain and is subject to significant risk.

Moreover, actual or perceived safety issues, including adoption of new therapeutics or novel approaches to treatment, may adversely influence the willingness of subjects to participate in clinical trials, or if approved by applicable regulatory authorities, of physicians to subscribe to the novel treatment mechanics. The FDA or other applicable regulatory authorities may impose specific post-market requirements, such as establishment of a Risk Evaluation and Mitigation Strategy ("REMS") and request additional information informing benefits or risks of our products may emerge at any time prior to or after regulatory approval.

Physicians, hospitals and third-party payors are often slow to adopt new products, technologies and treatment practices that require additional upfront costs and training. Based on these and other factors, hospitals and payors may decide that the benefits of this new therapy do not or will not outweigh its costs.

Clinical product candidate development involves a lengthy and expensive process with uncertain outcomes. We may incur additional costs and encounter substantial delays or difficulties in our clinical trials.

We may not commercialize, market, promote or sell any product candidate without obtaining marketing approval from the FDA or other comparable regulatory authority, and we may never receive such approvals. It is impossible to predict when or if any of our product candidates will prove effective or safe in humans and will receive regulatory approval. Before obtaining marketing approval from regulatory authorities for the sale of our product candidates, we must complete preclinical development and then conduct extensive clinical trials to demonstrate the safety and efficacy of our product candidates in humans. Clinical testing is expensive, is difficult to design and implement, can take many years to complete and is uncertain as to outcome.

A failure of one or more clinical trials can occur at any stage of testing. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their products. Additionally, our ongoing trials for INB-200 and INB-100 involve studying a relatively small patient population, which makes it difficult to predict whether the favorable results observed in such clinical trial will be repeated in larger and more advanced clinical trials.

We may experience numerous unforeseen events prior to, during, or as a result of, clinical trials that could delay or prevent our ability to receive marketing approval or commercialize our product candidates, including the following (among other unforeseen events included in this "─Risks Related to the Development of our Product Candidates" subsection):

- delays in reaching a consensus with regulatory authorities on the design, location or implementation of our clinical trials;
- delays or setbacks in patient enrollment;
- clinical trials of our product candidates may produce negative or inconclusive results;
- the number of patients required for clinical trials for our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate or may be lower than we anticipate due to challenges in recruiting and enrolling suitable patients that meet the study criteria, participants may drop out of these clinical trials at a higher rate than we anticipate or the duration of these clinical trials may be longer than we anticipate;

- the impact of future public health crises, which may slow potential enrollment, impact hospital clinical and/or administrative support staff, reduce the number of eligible patients for clinical trials, or reduce the number of patients that remain in our trials;
- imposition of a clinical hold by regulatory authorities as a result of, among other reasons, a serious adverse event, a failure in the chemistry manufacturing and controls requirements, or a failed inspection of our clinical trial operations, trial sites or manufacturing facilities;
- occurrence of serious adverse events associated with the product candidate that are viewed to outweigh its potential benefits; and
- need to conduct additional clinical trials or abandon product development programs.

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

In addition, the clinical trial requirements of the FDA and other regulatory authorities and the criteria these regulators use to determine the safety and efficacy of a product candidate vary substantially according to the type, complexity, novelty, and intended use and market of the potential products. The regulatory approval process for product candidates such as ours can be more expensive and take longer than for other, better known, or more extensively studied pharmaceutical or other product candidates. Regulatory agencies administering existing or future regulations or legislation may not allow production and marketing of products utilizing gene regulation technology in a timely manner or under technically or commercially feasible conditions. Regulatory action or private litigation could result in expenses, delays or other impediments to our research programs or the commercialization of resulting products.

Further, if the results of our clinical trials are inconclusive or if there are safety concerns or serious adverse events associated with our product candidates, we may be delayed in obtaining marketing approval, or not obtain marketing approval at all, obtain approval with labeling that includes significant use or distribution restrictions or safety warnings, and/or have regulatory authorities withdraw or suspend their approval or impose restrictions on distribution in the form of a modified risk evaluation and mitigation strategy, or REMS, among other results. We could also encounter delays if physicians encounter unresolved ethical issues associated with enrolling patients in clinical trials of our product candidates in lieu of prescribing existing treatments that have established safety and efficacy profiles.

Additionally, the FDA or an independent institutional review board ("IRB") may also suspend our clinical trials at any time if it appears that we or our collaborators are failing to conduct a trial in accordance with regulatory requirements, including the FDA's current Good Clinical Practice (GCP) regulations, that we are exposing participants to unacceptable health risks, or if the FDA finds deficiencies in our INDs or the conduct of these trials. Therefore, we cannot predict with any certainty the schedule for commencement and completion of future clinical trials. If we experience delays in the commencement or completion of our clinical trials, or if we terminate a clinical trial prior to completion, the commercial prospects of our product candidates could be negatively impacted, and our ability to generate revenues from our product candidates may be delayed.

Development of a product candidate intended for use in combination with an already approved therapy may present increased complexity and more or different challenges than development of a product candidate for use as a single agent or monotherapy.

We are developing certain of our product candidates, including INB-200, to be used in combination with approved therapies, such as chemotherapy, which may present additional challenges. For example, the FDA may require us to use more complex clinical trial designs, to evaluate the contribution of each product and product candidate to any observed effects. It is possible that the results of these trials could show that most or any positive results are attributable to the already approved product. Moreover, following product approval, the FDA may require that products used in conjunction with each other be cross labeled. To the extent that we do not have rights to already approved products, this may require us to work with another company to satisfy such a requirement. Moreover, developments related to the already approved therapies may impact our clinical trials for the combination as well as our commercial prospects should we receive marketing approval. Such developments may include changes to the approved therapy's safety or efficacy profile, changes to the availability of the approved therapy, and changes to the standard of care.

If we encounter difficulties in enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

The timely completion of clinical trials in part depends on patient enrollment, and as such identifying and qualifying patients to participate in our clinical trials is critical to our success. We may encounter difficulties in enrolling a sufficient number of eligible patients to participate in our clinical trials, thereby delaying or preventing development and approval of our product candidates. Even

once enrolled, we may be unable to retain a sufficient number of patients to complete any of our trials. Because our focus includes rare disorders, there are limited patient pools from which to draw in order to complete our clinical trials in a timely and cost-effective manner. Additionally, some of the initial indications for which we are developing our current product candidates, including glioblastoma and AML, primarily affect an elderly population over the age of 65, who might suffer from other age-related and unknown and/or pre-existing ailments or health concerns. If any such patient enrolled in our smaller-scale Phase 1 trials has to drop out due to pre-existing health issues or due to a serious adverse effect, or otherwise dies, and we are not able to recruit additional patients in a timely manner, or at all, our clinical trials could be delayed or otherwise halted. As such, despite diligent planning of our clinical trials and analysis of their feasibility regarding patient recruitment, we may experience difficulties, delays or inability in patient enrollment in our clinical trials for a variety of reasons, including:

- the size and nature of the patient population;
- the severity and incidence of the disease under investigation;
- the design of the trial and the complexity for patients and clinical sites;
- the general health condition of the patient and their gamma-delta T cells and immune cells broadly;
- the risk that patients' general health conditions do not allow the conduct of study/screening procedures (such as leukapheresis) the manufacture of therapeutic product or application of the appropriate standard-of-care treatment or application of the Stupp regimen;
- the ability to consistently manufacture gamma-delta T cell product candidates in sufficient quantities at sufficient activity and/or transduction efficiency to provide a suitable therapeutic dose of gamma-delta T cells;
- competing clinical trials for similar therapies, other new therapeutics, new combination treatments, new medicinal products;
- clinicians' and patients' perceptions as to the potential advantages and side effects of the product candidate being studied in relation to other available therapies, including any new drugs or treatments that may be approved or become standard of care for the indications we are investigating;
- differences in clinician treatment practices and/or protocols from center to center;
- the ability to obtain and maintain patient consents due to various reasons, including but not limited to, patients' unwillingness to participate due to public health crises;
- the risk that enrolled subjects will drop out, develop complications or die before completion of the trial;
- the ability to develop and provide appropriate screening, product characterization and release assays;
- patients failing to complete a clinical trial or returning for post-treatment follow-up;
- our ability to manufacture the requisite materials for a patient and clinical trial; and
- inability of clinical sites to enroll patients as health care capacities are required to cope with natural disasters, epidemics or other health system emergencies.

Our efforts to build relationships with patient communities may not succeed, which could result in delays in patient enrollment in our clinical trials. Any negative results we may report in clinical trials of our product candidates may make it difficult or impossible to recruit and retain patients in other clinical trials of that same product candidate. Delays or failures in planned patient enrollment or retention may result in increased costs, program delays or both, which could have a harmful effect on our ability to develop our product candidates or could render further development impossible. In addition, we may rely on clinical research organizations ("CROs) and clinical trial sites to ensure proper and timely conduct of our future clinical trials and, while we intend to enter into agreements governing their services, we will be limited in our ability to ensure their actual performance.

Serious adverse events, undesirable side effects or other unexpected properties of our product candidates may be identified during development or after approval, which could lead to the discontinuation of our clinical development programs, refusal by regulatory authorities to approve our product candidates or, if discovered following marketing approval, revocation of marketing authorizations or limitations on the use of our product candidates thereby limiting the commercial potential of such product candidate.

During the conduct of clinical trials, patients report changes in their health, including illnesses, injuries and discomforts, to their doctor. Often, it is not possible to determine whether or not the product candidate being studied caused these conditions. Regulatory authorities may draw different conclusions or require additional testing to confirm these determinations, if they occur. Many times, side effects are only detectable after investigational drugs are tested in large-scale pivotal trials or, in some cases, after they are made available to patients on a commercial scale after approval. For example, in January 2024, FDA required approved CAR-T products to add boxed warning information to their labeling concerning the risk of developing secondary T cell malignancies. If additional clinical experience

indicates that any of our product candidates or the use of lentiviral vectors have side effects or cause serious or life-threatening side effects, the development of the product candidate may fail or be delayed, or, if the product candidate has received regulatory approval, such approval may be revoked, which would harm our business, prospects, operating results and financial condition.

Undesirable side effects caused by our product candidates, implanted devices, gene-editing methods, delivery methods or dosage levels 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 or other comparable foreign regulatory authority. As a result of safety or toxicity issues that we may experience in our clinical trials, we may be placed on clinical hold and not receive approval to market any product candidates, which could prevent us from ever generating revenues or achieving profitability. Results of our trials could reveal an unacceptably high severity and incidence of side effects, or side effects outweighing the benefits of our product candidates. In such an event, our studies could be delayed, suspended or terminated and the FDA or comparable foreign regulatory authorities could order us to cease further development of or deny approval of our product candidates for any or all targeted indications. The drug-related side effects could affect patient recruitment or the ability of enrolled subjects to complete the trial or result in potential product liability claims.

To date, we have only tested INB-400, INB-200 and INB-100 in a limited number of patients with cancer and these clinical trial participants have only been observed for a limited period of time after dosing at a limited number of sites. To date, our clinical trials have been run at academic/tertiary care centers. As we continue developing our lead product candidates and initiate multi-center clinical trials of our product candidates, including potentially at community hospitals, SAEs, undesirable or potentially fatal side effects, cytokine release syndrome, viral or bacterial infections, relapse of disease or unexpected characteristics may emerge causing us to abandon these product candidates or limit their development to more narrow uses or subpopulations in which the SAEs or undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective or in which efficacy is more pronounced or durable. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff, and inadequate training in recognizing or managing the potential side effects of our product candidates could result in patient injury or death. Should we observe SAEs in our clinical trials or identify undesirable side effects or other unexpected findings, our trials could be delayed or even terminated, and our development programs may be halted entirely.

Additionally, if any of our product candidates receives regulatory approval, and we or others later identify undesirable side effects caused by such product, a number of potentially significant negative consequences could result. For example, the FDA could require us to adopt a REMS to ensure that the benefits of treatment with such product candidate outweigh the risks for each potential patient, which may include, among other things, a communication plan to health care practitioners, patient education, extensive patient monitoring or distribution systems and processes that are highly controlled, restrictive and more costly than what is typical for the industry. We or our collaborators may also be required to adopt a REMS or engage in similar actions, such as patient education, certification of health care professionals or specific monitoring, if we or others later identify undesirable side effects caused by any product that we develop alone or with collaborators.

Any of these events could diminish the usage or otherwise limit the commercial success of our product candidates and prevent us from achieving or maintaining market acceptance of the affected product candidate, if approved by applicable regulatory authorities.

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

We have previously announced our goals for potentially submitting additional INDs for INB-400 and INB-100. We have suspended further development for INB-400 and we may not be able to make additional filings on the timelines we expect, which may cause delays in commencing additional clinical trials. Even if such regulatory authorities agree with the design and implementation of the clinical trials set forth in an IND or clinical trial application, we cannot guarantee that such regulatory authorities will not change their requirements in the future. Moreover, we cannot be sure that submission of an IND for any of our other product candidates will result in the FDA allowing trials to begin, or that, once begun, issues will not arise that result in a decision by us, by IRBs, or independent ethics committees, or by the FDA or other regulatory authorities to suspend or terminate clinical trials. For example, we may experience manufacturing delays or other delays with IND-enabling studies or the FDA or other regulatory authorities may require additional preclinical studies that we did not anticipate. Moreover, we cannot be assured that submission of an IND will result in the FDA allowing clinical trials to begin, or that, once begun, issues will not arise that result in a decision by us, by IRBs, or independent ethics committees or by the FDA or other regulatory authorities to suspend or terminate clinical trials, including as a result of a clinical hold. Additionally, even if such regulatory authorities agree with the design and implementation of the clinical trials set forth in an IND or clinical trial application, we cannot guarantee that such regulatory authorities will not change their requirements in the future. The inability to initiate clinical trials any of our product candidates on the timeline currently anticipated or at all could have a material adverse effect on our business, results of operations and prospects.

We may seek breakthrough therapy or Fast Track designations and may pursue accelerated approval for some or all of our current product candidates, but we may be unable to obtain such designations or, where obtained, we may be unable to maintain breakthrough therapy designation or obtain or maintain the benefits associated with such designations.

We may seek breakthrough therapy or Fast Track designations and may pursue accelerated approval for INB-100, INB-200 and some or all of our other and future product candidates. Breakthrough therapy designation is intended to expedite the development and review of products that treat serious or life-threatening diseases when preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. The designation of a product candidate as a breakthrough therapy provides potential benefits that include intensive guidance on an efficient drug development program, beginning as early as Phase 1, organizational commitment involving senior managers; and eligibility for rolling review and priority review. Breakthrough therapy designation does not change the standards for product approval. There can be no assurance that we will receive breakthrough therapy designation for any product candidate or any particular indication.

We may also seek Fast Track designation. If a drug or biologic candidate is intended for the treatment of a serious or life-threatening condition or disease and the drug demonstrates the potential to address unmet medical needs for the condition, the sponsor may apply for Fast Track designation. Even if we do apply for and receive Fast Track designation, we may not experience a faster development, review or approval process compared to conventional FDA procedures. The FDA may rescind Fast Track designation if it believes that the designation is no longer supported by data from our clinical development program.

Additionally, we may also seek accelerated approval under the FDA's accelerated approval programs. The FDA may approve a drug or biologic for a serious or life-threatening disease or condition that generally provides meaningful advantages over available treatments and demonstrates an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments.

Seeking and obtaining these designations is dependent upon results of our clinical program, and we cannot guarantee whether and when we may have the data from our clinical programs to support an application to obtain any such designation. The FDA and comparable foreign regulatory agencies have broad discretion whether or not to grant any of these or similar designations, so even if we believe a particular product candidate is eligible for one or more of these designations, we cannot assure you that the applicable regulatory authority would decide to grant it. Even if we do receive the designations we may apply for, we may not experience a faster development process, review or approval compared to conventional procedures, as applicable. The FDA or other regulatory agencies may also rescind any granted designations if it believes that the designation is no longer supported by data from our clinical development program.

Although we have received orphan drug designation for INB-400 in the past and may continue to seek orphan drug designation for some or all of our current or future product candidates, we may be unsuccessful or may be unable to maintain the benefits associated with orphan drug designation, including the potential for supplemental market exclusivity.

In April 2023, we received orphan drug designation for the since-suspended autologous and allogeneic IND-400 product candidate, covering a broad range of malignant glioma treatments, including newly diagnosed glioblastoma. We may continue to seek orphan drug designation for one or more of our current or future product candidates, including INB-100 or its successor. Under the Orphan Drug Act, the FDA may grant orphan designation to a drug 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 in the United States will be recovered from sales in the United States for that drug. As previously announced, we received such orphan drug designation for both INB-400 autologous and allogeneic products for malignant gliomas in April 2023. In the United States, orphan drug designation 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 orphan drug designation, the identity of the biologic and its potential orphan use are disclosed publicly by the FDA. Orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

If a product that has orphan drug designation subsequently receives the first FDA approval for the particular active ingredient in the product treating the disease for which it has such orphan drug designation, that product is entitled to orphan product exclusivity. This means that the FDA may not approve any other applications, including a BLA, to market the same product for the same indication for seven years. However, that exclusivity may be nullified in limited circumstances in which another product shows 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 one of our product candidates receives orphan exclusivity, the FDA can still approve other products that have a different active ingredient for use in treating the same indication or disease. Further, the FDA can waive orphan exclusivity if we are unable to manufacture sufficient supply of our product.

We may seek orphan drug designation for INB-100 and some or all of our other or future product candidates in additional orphan indications in which there is a medically plausible basis for the use of these product candidates. Even when we obtain orphan drug designation, 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 we, through our manufacturer, are unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition. In addition, although we intend to seek orphan drug designation for other product candidates, we may never receive these designations. For example, the FDA has expressed concerns regarding the regulatory considerations for orphan drug designation as applied to tissue agnostic therapies, and the FDA may interpret the Federal Food, Drug and Cosmetic Act, and regulations promulgated thereunder, in a way that limits or blocks our ability to obtain orphan drug designation or orphan drug exclusivity, if our product candidates are approved, for our targeted indications.

We may not be able to identify or discover other product candidates and may fail to capitalize on programs or product candidates that may present a greater commercial opportunity or for which there is a greater likelihood of success.

Our efforts to identify and develop, additional product candidates will require substantial technical, financial and human resources, whether or not any product candidates are ultimately identified. We may also broaden the reach of our DeltEx platform by selectively in-licensing technologies or product candidates. Our efforts may initially show promise in identifying potential product candidates, yet fail to yield product candidates for clinical development, approved products or commercial revenues for many reasons, including the following:

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

We have limited financial and management resources and, as a result, we may forego or delay pursuit of opportunities with other product candidates or other indications that later prove to have greater market potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products, including attractive or profitable market opportunities. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other royalty arrangements in circumstances under which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate. In addition, we may not be successful in replicating our approach to product candidate development for other disease indications. If we are unsuccessful in identifying and developing additional product candidates or are unable to do so, our business may be harmed.

Public opinion and scrutiny of our competitors, cell-based immunotherapy and genetic modification approaches may impact public perception of our company and product candidates, or may adversely affect our ability to raise capital, conduct our business and our business plans.

Our DeltEx platform utilizes a relatively novel technology involving the genetic modification of human cells and utilization of those modified cells in other individuals. Public perception may be influenced by negative claims about our DeltEx platform, or that of competitor's products and/or programs such as claims that gamma-delta T cell and/or other cell-based immunotherapy is unsafe, unethical, inefficacious, expensive or immoral and, consequently, our approach may not gain the acceptance of the public or the medical community. Negative public reaction to cell-based immunotherapy in general and a recent increase in patient deaths and clinical holds by other companies could result in greater government regulation and stricter labeling requirements of cell-based immunotherapy products, including any of our product candidates, and could cause a decrease in the demand for any products we may develop. Negative public attitudes may adversely impact our ability to enroll patients in clinical trials. Moreover, our success will depend upon physicians specializing in the treatment of those diseases that our product candidates target, and their patients being willing to receive, treatments that involve the use of our product candidates in lieu of, or in addition to, existing treatments they are already familiar with and for which greater clinical data may be available. More restrictive government regulations or negative public opinion could have an adverse effect on our business, ability to raise additional capital and/or financial condition and may delay or impair the development and commercialization of our product candidates or demand for any products we may develop. Adverse events in our clinical trials, even if not ultimately attributable to our product candidates, and the resulting publicity could result in increased governmental regulation,

unfavorable public perception, potential regulatory delays in the testing or approval of our potential product candidates, stricter labeling requirements for those product candidates that are approved and a decrease in demand for any such product candidates.

We face significant competition, and many of our competitors have substantially greater experience and resources than we have.

The clinical and commercial landscape in the indications we are targeting, as well as in the field of immuno-oncology, is highly competitive. We may face potential competition with respect to our current product candidates and may face competition with respect to any other product candidates that we may seek to develop or commercialize in the future from pharmaceutical and biotechnology companies, academic institutions, government agencies and other public and private research institutions.

Many of our current or potential competitors have greater financial and other resources, larger research and development staffs, and more experienced capabilities in researching, developing and testing products than we do. Many of these companies also have more experience in conducting clinical trials, obtaining FDA and other regulatory approvals, and manufacturing, marketing and distributing therapeutic products. Smaller or clinical-stage companies like us may successfully compete by establishing collaborative relationships with larger pharmaceutical companies or academic institutions. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs. Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient, or are less expensive than any products that we may develop. Furthermore, currently approved products could be discovered to have application for treatment of cancer and other diseases, which could give such products significant regulatory and market timing advantages over any of our product candidates. In addition, large pharmaceutical companies or other companies with greater resources or experience than us may choose to forgo therapy opportunities that would have otherwise been complementary to our product development and collaboration plans. Our competitors may succeed in developing, obtaining patent protection for, or commercializing their products more rapidly than us, which could result in our competitors establishing a strong market position before we are able to enter the market. A competing company developing or acquiring rights to a more effective therapeutic product for the same diseases targeted by us, or one that offers significantly lower costs of treatment could render our products noncompetitive or obsolete. We may not be successful in marketing any product candidates we may develop against competitors.

We expect the product candidates we develop will be regulated as biologics, and therefore they may be subject to competition sooner than anticipated.

The Biologics Price Competition and Innovation Act of 2009 ("BPCIA") was enacted as part of the Affordable Care Act to establish an abbreviated pathway for the approval of biosimilar and interchangeable biological products. The regulatory pathway establishes legal authority for the FDA to review and approve biosimilar biologics, including the possible designation of a biosimilar as "interchangeable" based on its similarity to an approved biologic. Under the BPCIA, an application for a biosimilar product cannot be approved by the FDA until 12 years after the reference product was approved under a BLA.

We believe that any of the product candidates we develop that is approved in the United States as a biological product under a BLA should qualify for the 12-year period of exclusivity. However, there is a risk that this exclusivity could be shortened due to congressional action or otherwise, or that the FDA will not consider the subject product candidates to be reference products for competing products, potentially creating the opportunity for generic competition sooner than anticipated. Moreover, the extent to which a biosimilar, once approved, will be substituted for any one of the reference products in a way that is similar to traditional generic substitution for non-biological products is not yet clear, and will depend on a number of marketplace and regulatory factors that are still developing.

In addition, the approval of a biologic product biosimilar to one of our products could have a material adverse impact on our business as it may be significantly less costly to bring to market and may be priced significantly lower than our products.

Risks Related to Manufacturing and Our Dependence on Third Parties

Our manufacturing process is complex, and we may encounter difficulties in production, which would delay or prevent our ability to provide a sufficient supply of our product candidates for future clinical trials or commercialization, if approved.

Some of our product candidates, including INB-200, INB-300 and INB-400, are genetically engineered human cells, and the process of manufacturing such product candidates, as well as the lentiviral vectors, is complex, highly regulated, variable and subject to numerous risks. Manufacturing our product candidates involves harvesting cells from a donor, isolating cells via leukapheresis, activating and expanding the gamma-delta T cells, cryopreservation, testing, storage and eventually shipment and infusion of the cell product into the patient’s body.

Our manufacturing process will be susceptible to product loss or failure, or product variation that may negatively impact patient outcomes, due to process and logistical issues associated with the collection of starting material from the donor, shipping such material to the manufacturing site, shipping the final product back to the recipient, preparing the product for administration, infusing the patient with the product, manufacturing issues or different product characteristics resulting from the inherent differences in donor starting materials, variations between reagent lots, interruptions in the manufacturing process, contamination, equipment or reagent failure, improper installation or operation of equipment and/or programs, vendor or operator error, inconsistency in cell growth and variability in product characteristics.

Even minor variations in starting reagents and materials, or deviations from normal manufacturing processes could result in reduced production yields, product defects, manufacturing failure and other supply disruptions. If, for any reason in our clinical trials, we lose the starting material for a manufactured product for one of our patients at any point in the process, or the expansion or transduction procedures in the manufacturing process should fail for any reason, such patient would no longer receive a dose of the therapy and may end participation in our clinical trial. For instance, operator errors impacting machine function, gas or airflow, or reagent addition can negatively impact the process. Manufacturing by a previously contracted facility has resulted in such operator errors; however, we identified these errors through our quality control procedures prior to patient administration.

If microbial, viral or other contaminations are discovered in our product candidates or in any of the manufacturing facilities in which products or other materials are made, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination. We will be required to maintain a chain of identity with respect to materials as they move from the donor to the manufacturing facility, through the manufacturing process and back to the clinical trial recipient. Maintaining a chain of identity is difficult and complex, and failure to do so could result in adverse patient outcomes, loss of product or regulatory action, including withdrawal of our products from the market, if licensed. Any failure in the foregoing processes could render a batch of product unusable, could affect the regulatory approval of such product candidate, could cause us to incur fines or penalties or could harm our reputation and that of our product candidates.

We may make changes to our manufacturing process for various reasons, such as to control costs, increase yield or dose, achieve commercial scale, decrease processing time, increase manufacturing success rate or for other reasons. We previously relocated clinical trial manufacturing for one of our clinical development programs to an academic GMP facility closer to our laboratory headquarters in Birmingham, Alabama to permit us contractual direct access as a means of preventing manufacturing errors. However, even with this contractual direct access and closer collaboration with the facility's manufacturing staff, there can be no guarantee that manufacturing errors will not occur.

Changes to our process made during the course of clinical development could require us to show the comparability of the product used in earlier clinical phases or at earlier portions of a trial to the product used in later clinical phases or later portions of the trial. Other changes to our manufacturing process made before or after commercialization could require us to show the comparability of the resulting product to the product candidate used in the clinical trials using earlier processes. Such showings could require us to collect additional nonclinical or clinical data from any modified process prior to obtaining marketing approval for the product candidate produced with such modified process. If such data are not ultimately comparable to that seen in the earlier trials or earlier in the same trial in terms of safety or efficacy, we may be required to make further changes to our process and/or undertake additional clinical testing, either of which could significantly delay the clinical development or commercialization of the associated product candidate, which would materially adversely affect our business, financial condition, results of operations and growth prospects.

We may rely on third-party contractors or contract development manufacturing organization for the manufacturing of our product candidates, and failure by those parties to adequately perform their obligations could harm our business.

Although we endeavor to build and operate a manufacturing facility in the future, we do not currently own any facility that may be used as our clinical or commercial-scale manufacturing and processing facility and expect that we will rely on outside vendors for at least a portion of the manufacturing of our cell therapy product candidates that we develop. For example, in September 2022, we announced a partnership with the Dunbar CAR T-Cell Program at the University of Louisville as the manufacturing center for our suspended INB-400 clinical program. The facilities used by our partners and contract manufacturers must be submitted and disclosed to the FDA or other foreign regulatory agencies and may be selected for inspection or audit following the submission of an application to the FDA or other foreign regulatory agencies. To the extent that we engage third parties for manufacturing services, we will not control the manufacturing process of, and will be completely dependent on, our contract manufacturing partners for compliance with confidentiality agreements and the cGMP requirements for the manufacture of our product candidates. We have not yet had any product candidates to be manufactured or processed on a commercial scale and may not be able to do so. We will make changes as we work to optimize the manufacturing process, and we cannot be sure that even minor changes in the process will result in products that meet specifications are capable or safe and effective. If such contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or others, we will not be able to secure and/or maintain regulatory approval for our product candidates. In addition, we have no control over the ability of third parties to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or a comparable foreign regulatory authority does not agree that these facilities for the manufacture of our product candidates are acceptable or if it withdraws any such approval or acceptance 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 significant delay in the supply of a product candidate, or the raw material components thereof, for an ongoing clinical trial due to the need to replace a third-party manufacturer could considerably delay completion of our clinical trials, product testing and potential regulatory approval of our product candidates.

Moreover, the process of manufacturing lentiviral vector and cell therapies is susceptible to product loss due to contamination, equipment failure or improper installation, maintenance or operation of equipment, or vendor or operator error. Even minor deviations from normal manufacturing and distribution processes for any of our product candidates could result in reduced production yields, increased costs, impact to key product quality attributes, and other supply disruptions. Such minor deviations did in fact occur in our previously contracted manufacturing facility due to operator error.

Product defects can also occur unexpectedly. If microbial, viral or other contaminations are discovered in our product candidates, manufacturing reagents, raw materials, or in the manufacturing facilities in which our product candidates and/or their precursors are made, these manufacturing facilities may need to be closed for an extended period of time to allow us to investigate and remedy the contamination. Because some of our cell therapy product candidates are manufactured from the blood of third-party donors, the process of manufacturing is susceptible to the availability and variability of the third-party donor material. The process of developing products that can be commercialized may be particularly challenging, even if they otherwise prove to be safe and effective. The manufacture of these product candidates involves complex processes. Some of these processes require specialized equipment and highly skilled and trained personnel. The process of manufacturing these product candidates will be susceptible to additional risks, given the need to maintain aseptic conditions throughout the manufacturing process. Contamination with viruses or other pathogens in either the donor material or materials utilized in the manufacturing process or ingress of microbiological material at any point in the process may result in contaminated or unusable product and patients may not receive a dose. These types of contaminations could result in delays in the manufacture of products which could result in delays in the development of our product candidates. These contaminations could also increase the risk of adverse side effects. Furthermore, the selection and distribution of the appropriate cell product for therapeutic use in a patient requires close coordination between the manufacturing facility, clinical operations, supply chain and quality assurance personnel.

We also intend to rely on third-party manufacturers to supply us with additional quantities of our product candidates to be used, if approved, for commercialization. We do not yet have a commercial supply agreement for commercial quantities of product. If we are not able to meet market demand for any approved product, it would negatively impact our ability to generate revenue, harm our reputation, and could have an adverse effect on our business and financial condition.

Further, our reliance on third-party manufacturers entails risks to which we would not be subject if we manufactured product candidates ourselves, including:

- inability to meet our product specifications and quality requirements consistently;
- delay or inability to procure or expand sufficient manufacturing capacity;
- issues related to scale-up of manufacturing;
- costs and validation of new equipment and facilities required for scale-up;
- our third-party manufacturers may not be able to execute our manufacturing procedures and other logistical support requirements appropriately;
- our third-party manufacturers may fail to comply with cGMP requirements and other inspections by the FDA or other comparable regulatory authorities;
- our inability to negotiate manufacturing agreements with third parties under commercially reasonable terms, if at all;
- breach, termination or nonrenewal of manufacturing agreements with third parties in a manner or at a time that is costly or damaging to us;
- reliance on single sources for reagents and components;
- lack of qualified backup suppliers for those components that are currently purchased from a sole or single-source supplier;
- our third-party manufacturers may not devote sufficient resources to our product candidates;
- we may not own, or may have to share, the intellectual property rights to any improvements made by our third-party manufacturers in the manufacturing process for our product candidates;
- operations of our third-party manufacturers or suppliers could be disrupted by conditions unrelated to our business or operations, including the bankruptcy of the manufacturer or supplier; and
- carrier disruptions or increased costs that are beyond our control.

In addition, if we enter into a strategic collaboration with a third party for the commercialization of our current or any future product candidates, we will not be able to control the amount of time or resources that they devote to such efforts. If any strategic collaborator does not commit adequate resources to the marketing and distribution of our current or any future product candidates, it could limit our potential revenues.

Any adverse developments affecting manufacturing operations for our product candidates may result in lot failures, inventory shortages, shipment delays, product withdrawals or recalls or other interruptions in the supply of our drug product which could prevent the administration to patients and delay the development of our product candidates. We may also have to write off inventory, incur other charges and expenses for supply of drug product that fails to meet specifications, undertake costly remediation efforts, or seek more costly manufacturing alternatives.

Any of these events could lead to clinical trial delays or failure to obtain regulatory approval or impact our ability to successfully commercialize our current or any future product candidates once approved. Some of these events could be the basis for FDA action, including injunction, request for recall, seizure, or total or partial suspension of production.

We currently store our gamma-delta T cells and biologic correlative and research specimens from clinical trials and development programs and clinical lentivectors at our research and development facilities and at the facilities of our clinical and/or manufacturing partners, and any damage or loss to our storage freezers and/or facilities from natural disasters or otherwise would cause delays in replacement, and our business could suffer.

Specimens are stored in our freezers at our research and development facilities. If these cells are damaged, including by the loss or malfunction of our freezers or our back-up power systems, as well as by damage from fire or other natural disasters, our development program could be delayed or terminated and our business could suffer. Loss of a significant supply would require manufacturing of additional vector which could cause us to incur significant additional expenses and liability.

We are currently dependent on a single third-party supplier for manufacture of our automated manufacturing device and our lentiviral vectors. These are critical products required for the manufacturing of our product candidates, including INB-100, INB-200 and INB-400. Any damage or loss to the ability of our suppliers to deliver supplies in a timely manner could cause delays in manufacturing, and our clinical trials and our business could suffer.

Our gamma-delta T cell products for INB-100, INB-200 and INB-400 are manufactured in a programmable, cell-manufacturing, closed system device. We have multiple devices, including backup devices in all facilities if the primary instrument breaks, however, if the devices are damaged and cannot be repaired or the supplier cannot deliver new devices in a timely manner, or at all, our ability to manufacture and supply sufficient quantities of our products for clinical or commercial usage could be delayed, or potentially hindered. In addition, there is currently a significant backlog for lentiviral vector manufacturing due to increased demand. Our current supply of vectors will cover approximately 189 patients after an additional large manufacturing run was completed in the first half of 2023. If our third-party contractor is unable to provide adequate lentiviral vectors in a timely manner, our ability to manufacture and supply sufficient quantities of our product candidates for clinical or commercial usage will be delayed or hindered, and our business could suffer.

We rely on third-party healthcare professionals to administer gamma-delta T cells to patients, and our business could be harmed if these third parties administer these cells incorrectly.

We rely on the expertise of physicians, nurses and other associated medical personnel to administer gamma-delta T cells to clinical trial patients. If these medical personnel are not properly trained to administer, or do not properly administer, gamma-delta T cells, the therapeutic effect of gamma-delta T cells may be diminished or the patient may suffer injury.

In addition, if we achieve the ability to freeze and thaw our gamma-delta T cells, third-party medical personnel will have to be trained on proper methodology for thawing gamma-delta T cells received from us. If this thawing is not performed correctly, the cells may become damaged and/or the patient may suffer injury. While we intend to provide training materials and other resources to these third-party medical personnel, the thawing of gamma-delta T cells will occur outside our supervision and may not be administered properly. If, due to a third-party error, people believe that gamma-delta T cells are ineffective or harmful, the desire to use gamma-delta T cells may decline, which would negatively impact our business, reputation and prospects. We may also face significant liability even though we may not be responsible for the actions of these third parties.

We believe we may require an updated and validated protocol for commercial-scale expansion and manufacturing of gamma-delta T cells for conducting pivotal trials and for commercialization of our product candidates, if approved.

Future clinical trials that we conduct, as well as any potential commercialization of our product candidates when approved, will depend on the reliability, safety and efficacy of our protocols for expanding, transducing and manufacturing gamma-delta T cells at scale. Our efforts to scale up production of our gamma-delta T cells in anticipation of future clinical trials or commercialization may

reveal, an inability to overcome biology or may otherwise encounter challenges, including scrutiny from regulatory authorities. To the extent we encounter any such difficulties, our ability to conduct additional clinical trials or to scale for commercialization will be hindered or prevented, which would have an adverse effect on our business.

We have not yet developed commercial-scale infrastructure for freezing and thawing large quantities of gamma-delta T cells, which we believe will be required for the storage and distribution of our gamma-delta T cell product candidates at commercial scale.

We have not demonstrated that gamma-delta T cells can be frozen and thawed in large commercial-scale quantities without damage, in a cost-efficient manner and without degradation over long periods of time. We may encounter difficulties not only in developing freezing and thawing, but also in obtaining the necessary regulatory approvals for using such in treatment. If we cannot adequately demonstrate similarity of our frozen product to the unfrozen form to the satisfaction of the FDA, we could face substantial delays in our regulatory approvals. If we are unable to freeze gamma-delta T cells for shipping purposes, our ability to promote adoption and standardization of our products, as well as achieve economies of scale by centralizing our production facility, will be limited. Even if we are able to successfully freeze and thaw gamma-delta T cells in large quantities, we will still need to develop a cost-effective and reliable distribution and logistics network, which we may be unable to accomplish. For these and other reasons, we may not be able to commercialize gamma-delta T cells on a large scale or in a cost-effective manner.

Our business involves the use of hazardous materials and we and our third-party manufacturers and suppliers must comply with environmental, health and safety laws and regulations, which can be expensive and restrict or interrupt our business.

Our research and development activities and our third-party manufacturers' and suppliers' activities involve the generation, storage, use and disposal of hazardous materials, including the components of our product candidates, such as genetically modified cells, and other hazardous compounds and wastes. We and our manufacturers and suppliers are subject to environmental, health and safety laws and regulations governing, among other matters, the use, manufacture, generation, storage, handling, transportation, discharge and disposal of these hazardous materials and wastes and worker health and safety. In some cases, these hazardous materials and various wastes resulting from their use are stored at our and our manufacturers' facilities pending their use and disposal. We cannot eliminate the risk of contamination or injury, which could result in an interruption of our commercialization efforts, research and development efforts and business operations, damages and significant cleanup costs and liabilities under applicable environmental, health and safety laws and regulations. We also cannot guarantee that the safety procedures utilized by our third-party manufacturers for handling and disposing of these materials and wastes generally comply with the standards prescribed by these laws and regulations. We may be held liable for any resulting damages costs or liabilities, which could exceed our resources, and state or federal or other applicable authorities may curtail our use of certain materials and/or interrupt our business operations. Furthermore, environmental, health and safety laws and regulations are complex, change frequently and have tended to become more stringent. We cannot predict the impact of such changes and cannot be certain of our future compliance. Failure to comply with these environmental, health and safety laws and regulations may result in substantial fines, penalties or other sanctions. We do not currently carry hazardous waste insurance coverage.

We intend to partner with third parties, such as academic institutions and CROs, to conduct, supervise and monitor some of our preclinical studies and clinical trials, and if those third parties perform in an unsatisfactory manner, it may harm our business and delay or impair our ability to obtain regulatory approval or otherwise commercialize our product candidates.

Although we are conducting our current clinical trials through our direct contractual agreements with hospitals, we intend to rely on CROs and clinical trial sites to conduct our future preclinical studies and clinical trials, and we expect to have limited influence over their actual performance. We intend to rely upon CROs to monitor and manage data for our clinical programs, as well as the execution of future preclinical studies. We expect to control only certain aspects of the activities of our third-party service providers, including investigators and CROs. Nevertheless, we will be responsible for ensuring that each of our preclinical studies and clinical trials is conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities.

We are, and our future CROs will be, required to comply with the good laboratory practices ("GLPs") and GCPs, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities in the form of International Council for Harmonization guidelines for any of our product candidates that are in preclinical and clinical development. The regulatory authorities enforce GCPs through periodic inspections of trial sponsors, principal investigators and clinical trial sites. Although we rely on CROs to conduct GCP-compliant clinical trials, we remain responsible for ensuring that each of our GLP preclinical studies and clinical trials is conducted in accordance with its investigational plan and protocol and applicable laws and regulations. If we or our future CROs fail to comply with GCPs, the clinical data generated in our clinical trials may be deemed unreliable, and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. Accordingly, if CROs fail to comply with these regulations or fail to recruit a sufficient number of subjects, we may be required to repeat clinical trials, which would delay the regulatory approval process.

Our reliance on third parties to conduct clinical trials will result in less direct control over the management of data developed through clinical trials than would be the case if we were relying entirely upon our own staff. Communicating with CROs and other third parties can be challenging, potentially leading to mistakes as well as difficulties in coordinating activities. Such parties may:

- have staffing difficulties;
- fail to comply with contractual obligations;
- experience regulatory compliance issues; or
- undergo changes in priorities or become financially distressed.

These factors may adversely affect the willingness or ability of third parties to conduct our clinical trials and may subject us to unexpected cost increases that are beyond our control. If our future CROs, or hospitals where we conduct our clinical trials, do not successfully carry out their contractual duties or obligations with us or regulatory agencies, fail to meet necessary safety measures and protocols, fail to meet expected deadlines, or fail to comply with regulatory and/or IRB requirements, or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for any other reasons, our clinical trials may be extended, delayed or terminated, and we may not be able to obtain regulatory approval for, or successfully commercialize, any product candidate that we develop. As a result, our financial results and the commercial prospects for any product candidate that we develop would be harmed, our costs could increase, and our ability to generate revenue could be delayed. While we will have agreements governing their activities, our CROs will not be our employees, and we will not control whether or not they devote sufficient time and resources to our future clinical and preclinical programs. These CROs may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials, or other drug development activities which could harm our business. We face the risk of potential unauthorized disclosure or misappropriation of our intellectual property by CROs, which may reduce our trade secret protection and allow our potential competitors to access and exploit our proprietary technology.

Additionally, the FDA or other regulatory authorities may disagree with the sufficiency of our right of reference to the preclinical, manufacturing or clinical data generated by investigator-initiated trials or our interpretation of preclinical, manufacturing or clinical data from these investigator-initiated trials. If so, regulatory authorities may require us to obtain and submit additional preclinical, manufacturing or clinical data before we may initiate further clinical trials and/or obtain any regulatory approvals.

If our relationships with any CROs or hospitals where we conduct our current clinical trials terminate, we may not be able to enter into arrangements with alternative CROs and other third parties or do so on commercially reasonable terms. Switching or adding additional CROs involves substantial cost and requires management time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays occur, which can negatively impact our ability to meet our desired clinical development timelines. While we intend to carefully manage our relationships with our CROs, there can be no assurance that we will not encounter challenges or delays in the future or that these delays or challenges will not have a negative impact on our business, financial condition and prospects.

In addition, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive compensation in connection with such services. Under certain circumstances, we may be required to report some of these relationships to the FDA. The FDA may conclude that a financial relationship between us and a principal investigator has created a conflict of interest or otherwise affected interpretation of the trial. The FDA 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 and may ultimately lead to the denial of marketing approval of our product candidates.

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

We are exposed to the risk of fraud or other misconduct by our employees, collaborators, principal investigators, consultants, commercial partners and outside actors. Misconduct by these parties could include intentional failures to comply with FDA regulations or the regulations applicable in other jurisdictions, provide accurate information to the FDA and other regulatory authorities, comply with healthcare fraud and abuse laws and regulations in the United States and abroad, report financial information or data accurately or disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs, and other business arrangements. Such misconduct also could involve the improper use of information obtained in the course of clinical trials or interactions with the FDA or other regulatory authorities, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter employee misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from government investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are

instituted against us and we are not successful in defending ourselves or asserting our rights, those actions could result in significant civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participating in government-funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws, contractual damages, reputational harm and the curtailment or restructuring of our operations, any of which could have a negative impact on our business, financial condition, results of operations and prospects.

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

The ability of the FDA to review and approve new products or regulatory submissions can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory, and policy changes, the FDA's ability to hire and retain key personnel and accept the payment of user fees, and other events, such as public health crises, that may otherwise affect the FDA's ability to perform routine functions. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for new biologics or modifications to cleared or approved biologics to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, including for 35 days beginning on December 22, 2018, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

For example, in response to the COVID-19 pandemic, the FDA temporarily postponed routine surveillance inspections of manufacturing facilities. The FDA has since resumed certain on-site inspections subject to a risk-based prioritization system. The FDA intends to use this risk-based assessment system to identify the categories of regulatory activity that can occur within a given geographic area, ranging from mission critical inspections to resumption of all regulatory activities. Regulatory authorities outside the United States have adopted similar restrictions or other policy measures in the past. If a prolonged government shutdown occurs, or if global health concerns prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

Risks Related to Our Intellectual Property

Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues. If we breach our license agreements with the University of Alabama at Birmingham Research Foundation, Children's Healthcare of Atlanta, Inc. and Emory University, or any of the other agreements under which we acquired, or will acquire, the intellectual property rights to our product candidates, we could lose the ability to continue the development and commercialization of the related product.

The licensing of intellectual property is of critical importance to our business and to our current and future product candidates, and we expect to enter into additional such agreements in the future. In particular, our product candidates, INB-100, INB-200, INB-300 and INB-400, will or have been are dependent on our license agreements with The UAB Research Foundation ("UABRF") Children's Healthcare of Atlanta, Inc. ("CHOA") and Emory University ("Emory") and, together with UABRF and CHOA, the Licensors, pursuant to which we have obtained exclusive worldwide licenses under certain immunotherapy related patents and know-how that are critically important for these product candidates.

Although we have been granted exclusive licenses under the UABRF, CHOA and Emory license agreements, we do not have the right to control the preparation, filing, prosecution and maintenance of patents and patent applications covering the technology that we license from UABRF and Emory. Therefore, we cannot always be certain that these patents and patent applications will be prepared, filed, prosecuted and maintained in a manner consistent with the best interests of our business. Although we have a right to have our comments considered in connection with the prosecution process, if the Licensors fail to prosecute and maintain such patents, or loses rights to those patents or patent applications as a result of its control of the prosecution activities, the rights we have licensed may be reduced or eliminated, and our right to develop and commercialize any of our product candidates that are the subject of such licensed rights could be adversely affected.

If we fail to meet our obligations under the UABRF, CHOA or Emory license agreements in any material respect, and fail to cure such breach in a timely fashion, then the Licensors may terminate their applicable license agreement. If the license agreements are terminated, and we lose our intellectual property rights thereunder, this may result in a complete termination of our product development and any commercialization efforts for our product candidates. While we would expect to exercise all rights and remedies available to us, including seeking to cure any breach by us, and otherwise seek to preserve our rights under the license agreements, we may not be

able to do so in a timely manner, at an acceptable cost or at all. For more information on the UABRF, CHOA and Emory license agreements, *see* Note 10, License Agreements, in our condensed financial statements contained elsewhere in this Quarterly Report.

Furthermore, license agreements we enter into in the future may not provide exclusive rights to use intellectual property and technology in all relevant fields of use and in all territories in which we may wish to develop or commercialize our technology and products. As a result, we may not be able to prevent competitors from developing and commercializing competitive products in territories included in all of our licenses.

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

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

Our success depends, in large part, on our ability to obtain and maintain patent protection in the United States and other countries with respect to our product candidates and our technology. We and our licensors have sought, and intend to seek, to protect our proprietary position by filing patent applications in the United States and abroad related to our product candidates and our technology that are important to our business. As of September 30, 2024, we owned, co-owned or exclusively licensed four issued U.S. patents, seven issued European patents, 16 other issued foreign patents, nine pending U.S. applications, two pending PCT applications and 42 other foreign national-stage applications, including five European regional-phase applications that are important to the development of our business.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has, in recent years, been the subject of much litigation. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued which protect our technology or product candidates or which effectively prevent others from commercializing competitive technologies and product candidates. Since patent applications in the United States and most other countries are confidential for a period of time after filing, and some remain so until issued, we cannot be certain that we or our licensors were the first to file a patent application relating to any particular aspect of a product candidate. As a result of these and other factors, the issuance, scope, validity, enforceability, and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued which protect our technology or products, in whole or in part, or which effectively prevent others from commercializing competitive technologies and products. Changes in either the patent laws or interpretation of the patent laws in the United States and other countries may diminish the value of our patents or narrow the scope of our patent protection.

Moreover, we may be subject to a third-party pre-issuance submission of prior art or become involved in opposition, derivation, reexamination, *inter partes* review, post-grant review or interference proceedings challenging our patent rights or the patent rights of others. The costs of defending our patents or enforcing our proprietary rights in post-issuance administrative proceedings and litigation can be substantial and the outcome can be uncertain. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our technology or products and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third-party patent rights. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

The patent prosecution process is expensive, time-consuming and complex, and we may not be able to file, prosecute, maintain, enforce or license all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection.

We or our licensors have not pursued or maintained, and may not pursue or maintain in the future, patent protection for our product candidates in every country or territory in which we may sell our products, if approved. 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 infringing our patents in all countries outside the United States, or from selling or importing products that infringe our patents in and into the United States or other jurisdictions.

Moreover, the coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance. Even if the patent applications we license or own do issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us or otherwise provide us with any competitive advantage. Our competitors or other third parties may be able to circumvent our patents by developing similar or alternative products in a non-infringing manner.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our 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 in patent claims being narrowed, invalidated or held unenforceable, 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 product candidates. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our intellectual property may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

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

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

The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. In addition, periodic maintenance fees, renewal fees, annuity fees and various other government fees on patents and/or patent applications will have to be paid to the USPTO and various government patent agencies outside the United States over the lifetime of our owned and licensed patents and/or applications and any patent rights we may own or license in the future. We rely on our service providers or our licensors to pay these fees. The USPTO and various non-U.S. government patent agencies require compliance with several procedural, documentary, fee payment and other similar provisions during the patent application process. We employ reputable law firms and other professionals to help us comply, and we are also dependent on our licensors to take the necessary action to comply with these requirements with respect to our licensed intellectual property. Noncompliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, nonpayment of fees and failure to properly legalize and submit formal documents. If we, our service providers or our licensors fail to maintain the patents and patent applications covering our products or technologies, we may not be able to stop a competitor from marketing products that are the same as or similar to our product candidates, which would have an adverse effect on our business. In many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. There are situations, however, in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the market and this circumstance could harm our business.

In addition, if we fail to apply for or otherwise fail to obtain applicable patent term extensions or adjustments, we will have a more limited time during which we can enforce our granted patent rights. In addition, if we are responsible for patent prosecution and maintenance of patent rights in-licensed to us, any of the foregoing could expose us to liability to the applicable patent owner.

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

Given the amount of time required for the development, testing and regulatory review of product candidates such as INB-100, INB-200, INB-300, INB-400 and INB-500, patents protecting such candidates might expire before or shortly after such candidates are commercialized. We expect to seek extensions of patent terms in the United States and, if available, in other countries where we have or will obtain patent rights. In the United States, the Drug Price Competition and Patent Term Restoration Act of 1984 permits a patent term extension of up to five years beyond the normal expiration of the patent. However, the extension cannot extend the total patent term beyond 14 years from the date of drug approval, which is limited to the approved indication (or any additional indications approved during the period of extension). Furthermore, only one patent per approved product can be extended and only those claims covering the

approved product, a method for using it or a method for manufacturing it may be extended. However, the applicable authorities, including the FDA and the USPTO in the United States, and any equivalent regulatory authority in other countries, may not agree with our assessment of whether such extensions are available, and may refuse to grant extensions to our patents, or may grant more limited extensions than we request. If this occurs, the period during which we can enforce our patent rights for the applicable product candidate will be shortened and our competitors may obtain approval to market competing products sooner. Additionally, our competitors may be able to take advantage of our investment in development and clinical trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case.

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

Our commercial success depends, in part, upon our ability and the ability of others with whom we may collaborate to develop, manufacture, market and sell our current and any future product candidates and use our proprietary technologies without infringing, misappropriating or otherwise violating the intellectual property, trademarks and other proprietary rights of third parties. The biotechnology and pharmaceutical industries are characterized by extensive and complex litigation regarding patents and other intellectual property rights. We may in the future become party to, or be threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to our current and any future product candidates and technology, names, including interference proceedings, post grant review and *inter partes* review before the USPTO. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future, regardless of their merit. There is a risk that third parties may choose to engage in litigation with us to enforce or to otherwise assert their patent rights against us. Even if we believe such claims are without merit, a court of competent jurisdiction could hold that these third-party patents are valid, enforceable and infringed, which could have a negative impact on our ability to commercialize our current and any future product candidates. In order to successfully challenge the validity of any such U.S. patent in federal court, we would need to overcome a presumption of validity. As this is a high burden and requires us to present clear and convincing evidence as to the invalidity of any such U.S. patent claim, there is no assurance that a court of competent jurisdiction would invalidate the claims of any such U.S. patent. Moreover, given the vast number of patents in our field of technology, we cannot be certain that we do not infringe existing patents or that we will not infringe patents that may be granted in the future. Other companies and research institutions have filed, and may file in the future, patent applications related to gamma-delta T cell immunotherapy. Some of these patent applications have already been allowed or issued, and others may issue in the future. While we may decide to initiate proceedings to challenge the validity of these or other patents in the future, we may be unsuccessful, and courts or patent offices in the United States and abroad could uphold the validity of any such patent. Furthermore, because patent applications can take many years to issue and may be confidential for 18 months or more after filing, and because pending patent claims can be revised before issuance, there may be applications now pending which may later result in issued patents that may be infringed by the manufacture, use or sale of our product candidates. Regardless of when filed, we may fail to identify relevant third-party patents or patent applications, or we may incorrectly conclude that a third-party patent is invalid or not infringed by our product candidates or activities. If a patent holder believes that our product candidate infringes its patent, the patent holder may sue us even if we have received patent protection for our technology. Moreover, we may face patent infringement claims from nonpracticing entities that have no relevant drug revenue and against whom our own patent portfolio may thus have no deterrent effect. If a patent infringement suit were threatened or brought against us, we could be forced to stop or delay research, development, manufacturing or sales of the drug or product candidate that is the subject of the actual or threatened suit.

If we are found to infringe a third party's valid and enforceable intellectual property rights, we could be required to obtain a license from such third party to continue developing, manufacturing and marketing our product candidate(s) and technology. Under any such license, we would most likely be required to pay various types of fees, milestones, royalties or other amounts. Moreover, we may not be able to obtain any required license on commercially reasonable terms or at all.

The licensing or acquisition of third-party intellectual property rights is a competitive area, and more established companies may also pursue strategies to license or acquire third-party intellectual property rights that we may consider attractive or necessary. These established companies may have a competitive advantage over us due to their size, capital resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third-party intellectual property rights on terms that would allow us to make an appropriate return on our investment or at all. If we are unable to successfully obtain rights to required third-party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of the relevant program or product candidate, which could have an adverse effect on our business, financial condition, results of operations and prospects. Furthermore, even if we were able to obtain a license, it could be nonexclusive, thereby giving our competitors and other third parties access to the same technologies licensed to us, and it could require us to make substantial licensing and royalty payments. We could be forced, including by court order, to cease developing, manufacturing and commercializing the infringing technology or product candidate. In addition, we could be found liable for monetary damages, including treble damages and attorneys' fees, if we are found to have willfully infringed a patent or other intellectual property right. We may be required to indemnify collaborators or contractors against such claims. A finding of infringement could prevent us from manufacturing and commercializing our current or any future

product candidates or force us to cease some or all of our business operations, which could harm our business. Even if we are successful in defending against such claims, litigation can be expensive and time-consuming and would divert management's attention from our core business. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have an adverse effect on the price of our common stock.

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

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

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

In addition, we may in the future be subject to claims by our former employees or consultants asserting an ownership right in our patents or patent applications, as a result of the work they performed on our behalf. Although it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own, and we cannot be certain that our agreements with such parties will be upheld in the face of a potential challenge or that they will not be breached, for which we may not have an adequate remedy. The assignment of intellectual property rights may not be self-executing or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property.

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

Competitors may infringe, misappropriate or otherwise violate our patents, the patents of our licensors or our other intellectual property rights. To counter infringement or unauthorized use, we may be required to file legal claims, which can be expensive and time-consuming and are likely to divert significant resources from our core business, including distracting our technical and management personnel from their normal responsibilities. In addition, in an infringement proceeding, a court may decide that a patent of ours or our licensors is not valid or is unenforceable, or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation or defense proceedings could put one or more of our owned or licensed patents at risk of being invalidated or interpreted narrowly and could put our owned or licensed patent applications at risk of not issuing. The initiation of a claim against a third party might also cause the third party to bring counterclaims against us, such as claims asserting that our patent rights are invalid or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, non-enablement or lack of statutory subject matter. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant material information from the USPTO, or made a materially misleading statement, during prosecution. Third parties may also raise similar validity claims before the USPTO in post-grant proceedings such as *ex parte* reexaminations, *inter partes* review, post-grant review, or oppositions or similar proceedings outside the United States, in parallel with litigation or even outside the context of litigation. The outcome following legal assertions of invalidity and unenforceability is unpredictable. We cannot be certain that there is or will be no invalidating prior art, of which we and the patent examiner were unaware during prosecution. For the patents and patent applications that we have licensed, we may have limited or no right to participate in the defense of any licensed patents against challenge by a third party. If a defendant were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of any future patent protection on our current or future product candidates. Such a loss of patent protection could harm our business.

We may not be able to prevent, alone or with our licensors, misappropriation of our intellectual property rights, particularly in countries where the laws may not protect those rights as fully as in the United States. Our business could be harmed if in litigation the prevailing party does not offer us a license, or if the license offered as a result is not on commercially reasonable terms. Any litigation or other proceedings to enforce our intellectual property rights may fail, and even if successful, may result in substantial costs and distract our management and other employees.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have an adverse effect on the price of our common stock.

We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources and more mature and developed intellectual property portfolios. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon or misappropriating or from successfully challenging our intellectual property rights. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have an adverse effect on our ability to compete in the marketplace.

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

Changes in either the patent laws or interpretation of the patent laws in the United States could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. Assuming that other requirements for patentability are met, prior to March 2013, in the United States, the first to invent the claimed invention was entitled to the patent, while outside the United States, the first to file a patent application was entitled to the patent. After March 2013, under the Leahy-Smith America Invents Act, or the America Invents Act, the United States transitioned to a first inventor to file system in which, assuming that other requirements for patentability are met, the first inventor to file a patent application will be entitled to the patent on an invention regardless of whether a third party was the first to invent the claimed invention. The America Invents Act also includes a number of significant changes that affect the way patent applications are prosecuted and also may affect patent litigation. These include allowing third-party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent by USPTO-administered post-grant proceedings, including post-grant review, *inter partes* review, and derivation proceedings. The America Invents Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have an adverse effect on our business, financial condition, results of operations, and prospects.

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

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

Filing, prosecuting and defending patents covering our current and any future product candidates in all countries throughout the world would be prohibitively expensive. Competitors may use our technologies in jurisdictions where we or our licensors have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we may obtain patent protection but where patent enforcement is not as strong as that in the United States. These products may compete with our products in jurisdictions where we do not have any issued or licensed patents, and any future patent claims or other intellectual property rights may not be effective or sufficient to prevent them from so competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets and other intellectual property protection, particularly those relating to biotechnology products, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our intellectual property and proprietary rights generally. Proceedings to enforce our intellectual property and proprietary rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly, could put our patent applications at risk of not issuing, and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property and proprietary rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In these countries,

the patent owner may have limited remedies, which could materially diminish the value of such patent. If we or any of our licensors is forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business, financial condition, results of operations and prospects may be adversely affected.

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

Since we rely on third parties to help us discover, develop and manufacture our current and any future product candidates, or if we collaborate with third parties for the development, manufacturing or commercialization of our current or any future product candidates, we must, at times, share trade secrets with them. We may also conduct joint research and development programs that may require us to share trade secrets under the terms of our research and development partnerships or similar agreements. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, material transfer agreements, consulting agreements or other similar agreements with our advisors, employees, third-party contractors and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information, including our trade secrets. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets, a competitor's discovery of our trade secrets or other unauthorized use or disclosure could have an adverse effect on our business and results of operations. In addition, from time to time we may hire scientists or other employees or consultants who originate from jurisdictions, including China, that have a history of engaging in misappropriation or theft of trade secrets or other acts of trade secret espionage; if any such individuals are found to be engaging in such illegal behavior, it could have a material adverse effect on our ability to protect our intellectual property and our business prospects more generally.

In addition, these agreements typically restrict the ability of our advisors, employees, third-party contractors and consultants to publish data potentially relating to our trade secrets. Despite our efforts to protect our trade secrets, we may not be able to prevent the unauthorized disclosure or use of our technical know-how or other trade secrets by the parties to these agreements. Moreover, we cannot guarantee that we have entered into such agreements with each party that may have or have had access to our confidential information or proprietary technology and processes. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our proprietary technologies will be effective. If any of the collaborators, scientific advisors, employees, contractors and consultants who are parties to these agreements breaches or violates the terms of any of these agreements, we may not have adequate remedies for any such breach or violation, and we could lose our trade secrets as a result. Moreover, if confidential information that is licensed or disclosed to us by our partners, collaborators, or others is inadvertently disclosed or subject to a breach or violation, we may be exposed to liability to the owner of that confidential information. Enforcing a claim that a third party illegally or unlawfully obtained and is using our trade secrets, like patent litigation, is expensive and time-consuming, and the outcome is unpredictable. In addition, courts outside the United States are sometimes less willing to protect trade secrets.

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

In addition to seeking patent and trademark protection for our product candidates, we also rely on trade secrets, including unpatented know-how, technology and other proprietary information, to maintain our competitive position. We seek to protect our trade secrets, in part, by entering into nondisclosure 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, advisors and consultants. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets. Further, we cannot guarantee that we have entered into such agreements with each party that may have or has had access to our trade secrets or other 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 a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets.

Moreover, our competitors may independently develop knowledge, methods and know-how equivalent to our trade secrets. 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 trade secrets 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 trade secrets were to be disclosed to or independently developed by a competitor, our competitive position would be harmed.

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

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

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

In addition, any proprietary name we propose to use with our current or any other product candidate in the United States must be approved by the FDA, regardless of whether we have registered it, or applied to register it, as a trademark. The FDA typically conducts a review of proposed product names, including an evaluation of the potential for confusion with other product names. If the FDA objects to any of our proposed proprietary product names, we may be required to expend significant additional resources in an effort to identify a suitable proprietary product name that would qualify under applicable trademark laws, not infringe the existing rights of third parties and be acceptable to the FDA.

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

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations and may not adequately protect our business. The following examples are illustrative:

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

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

Our ability to compete in the pharmaceuticals industry depends upon our ability to attract and retain highly qualified managerial, scientific, medical and other personnel. We are highly dependent on the services of our co-founders, William Ho, our President and Chief Executive Officer, and Dr. Lawrence Lamb, our Chief Scientific Officer, and the loss of these members of our management team or other key employees could impede, delay or prevent the successful development of our product pipeline, the completion of

our current and planned clinical trials, and the commercialization of our products or in-licensing or acquisition of new assets, and could negatively impact our ability to successfully implement our business plan.

We are highly dependent on our co-founders, President and Chief Executive Officer, William Ho, and our Chief Scientific Officer, Dr. Lawrence Lamb. Each of them may currently terminate their employment with us at any time. The loss of the services of either of these persons could impede the achievement of our research, development and commercialization objectives.

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

Our future performance will also depend, in part, on our ability to successfully integrate newly hired executive officers into our management team and our ability to develop an effective working relationship among senior management. Our failure to integrate these individuals and create effective working relationships among them and other members of management could result in inefficiencies in the development and commercialization of our product candidates, harming future regulatory approvals, sales of our product candidates and our results of operations.

Our workforce reduction undertaken to optimize our cost structure may not achieve our intended outcome.

In September 2024, we announced a plan to optimize our resource allocation through a pipeline prioritization and a workforce reduction of approximately 49% across all functions. These reductions in force may result in unintended consequences and costs, such as the loss of institutional knowledge and expertise, attrition beyond the intended number of employees, decreased morale among our remaining employees, and the risk that we may not achieve the anticipated benefits of the reduction in force. In addition, while positions have been eliminated, certain functions necessary to our operations remain, and we may be unsuccessful in distributing the duties and obligations of departed employees among our remaining employees. The reduction in workforce could also make it difficult for us to pursue, or prevent us from pursuing, new opportunities and initiatives due to insufficient personnel, or require us to incur additional and unanticipated costs to hire new personnel to pursue such opportunities or initiatives. If we are unable to realize the anticipated benefits from the reductions in force, or if we experience significant adverse consequences from the reductions in force, our business, financial condition, and results of operations may be materially adversely affected. We may undertake further similar cost-saving initiatives, which may include additional restructuring or workforce reductions. These types of cost-reduction activities can be complex and result in unintended consequences and costs, including further attrition beyond the intended number of employees due to decreased employee morale, loss of institutional knowledge and expertise and adversely impact our business.

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

As of September 30, 2024, we had 18 full-time employees. As the clinical development of our product candidates progresses, we expect to require additional employees and expand the scope of our operations, particularly in the areas of research, drug development, manufacturing, clinical operations, regulatory affairs, business and development, finance and accounting and, if any of our product candidates receives marketing approval, sales, marketing and distribution. To manage any 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 the limited experience of our management team in managing a company with such potential growth, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. Any expansion of our operations may lead to significant expenses, additional dilution and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

We may explore strategic collaborations that may not have the intended benefits or never materialize, or we may be required to relinquish important rights to and control over the development and commercialization of our product candidates to any future collaborators.

We may enter into strategic partnerships, create joint ventures or collaborations or enter into licensing arrangements with third parties with respect to our product candidates that we believe will complement or augment our business. For example, our business strategy includes broadening our DeltEx platform by exploring strategic partnerships that maximize the potential of our gamma-delta T cell programs. Additionally, we plan to explore partnership opportunities for the INB-400 Phase 2 clinical trial for newly diagnosed GBM. As a result, we intend to periodically explore a variety of possible strategic partnerships in an effort to gain access to additional product candidates or resources. These strategic partnerships may include partnerships with large strategic partners. At the current time, however, we cannot predict what form such a strategic collaboration might take. We are likely to face significant competition in seeking appropriate strategic collaborators, and strategic collaborations can be complicated and time consuming to negotiate and document. We may not be able to negotiate strategic collaborations on acceptable terms, if at all. If and when we collaborate with a third party for development and commercialization of a product candidate, we can expect to relinquish some or all of the control over the future success of that product candidate to the third party. We are unable to predict when, if ever, we will enter into any strategic partnerships because of the numerous risks and uncertainties associated with establishing them, including:

- expenditure of substantial operational, financial and management resources;
- dilutive issuances of our securities;
- substantial actual or contingent liabilities; and
- termination or expiration of the arrangement, which would delay the development and may increase the cost of developing our product candidates.

Moreover, we may not be successful in our efforts to establish a strategic partnership or other alternative arrangements for INB-400 or any future product candidates and programs because our research and development pipeline may be insufficient, our product candidates and programs may be deemed to be at too early a stage of development for collaborative effort and/or third parties may not view our product candidates and programs as having the requisite data and/or potential to demonstrate safety and efficacy. Strategic partners may also delay clinical trials, experience financial difficulties, provide insufficient funding, terminate a clinical trial or abandon a product candidate, which could negatively impact our development efforts. We cannot be certain that we would achieve the revenues or specific net income that justifies such strategic partnerships. Additionally, strategic partners may not properly maintain, enforce or defend our intellectual property rights or may use our proprietary information in a manner that could jeopardize or invalidate our proprietary information or expose us to potential litigation, any of which could adversely affect our business, financial position and operations.

If our information technology systems or sensitive information, or those of our collaborators or other contractors or consultants, are or were compromised, we could experience adverse consequences resulting from such compromise, including but not limited to, a significant disruption of our product development programs and our ability to operate our business effectively, regulatory investigations or actions, litigation, fines and penalties, reputational harm, loss of revenue or profits, and other adverse consequences.

We are increasingly dependent upon information technology systems, infrastructure and data to operate our business. In the ordinary course of business, we and the third parties upon which we rely process sensitive information, and as a result, we and the third parties upon which we rely face a variety of evolving threats that could cause security incidents. We also have outsourced elements of our operations to third parties, and as a result we manage a number of third-party vendors and other contractors and consultants who have access to our sensitive information. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If our third-party service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award.

Our internal computer systems, cloud-based computing services and those of our current and any future collaborators and other contractors or consultants are vulnerable to damage or interruption from a variety of sources, including cyberattacks, malicious internet-based activity, and online and offline fraud. These threats include, but are not limited to, social-engineering attacks (including through deep fakes, which may be increasingly more difficult to identify as fake, and phishing attacks), malicious code (such as viruses and worms), malware (including as a result of advanced persistent threat intrusions), data corruption, intentional or accidental actions or inactions by our employees or others with access to our network, supply chain attacks, ransomware attacks, denial-of-service attacks (such as credential stuffing), credential harvesting, software bugs, server malfunctions, software or hardware failures, loss of data or other information technology assets, adware, attacks enhanced or facilitated by A.I., natural disasters, terrorism, war and telecommunication and electrical failures, and other similar threats that affect service reliability and threaten the confidentiality, integrity, and availability of information. Attacks upon information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and are being conducted by sophisticated and organized groups and individuals with a wide range of motives and expertise, including traditional computer "hackers," threat actors, personnel (such as through theft or misuse), sophisticated nation states, and nation-state-supported actors. Some actors now engage and are expected to continue to engage in

cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we and the third parties upon which we rely may be vulnerable to a heightened risk of these attacks, including cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our goods and services.

Ransomware attacks, including by organized criminal threat actors, nation-states, and nation-state-supported actors, are becoming increasingly prevalent and severe and can lead to significant interruptions in our operations, loss of data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments. Similarly, supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties and infrastructure in our supply chain or our third-party partners' supply chains have not been compromised or that they do not contain exploitable defects or bugs that could result in a breach of or disruption to our information technology systems or the third-party information technology systems that support us. We may also face increased cybersecurity risks due to the number of our employees who are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities and data, as more of our employees utilize network connections, computers, and devices outside our premises or network, including working at home, while in transit and in public locations. Future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. Furthermore, we may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into our information technology environment and security program.

Because the techniques used to obtain unauthorized access to, or to sabotage, systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or implement adequate preventative measures. We may also experience security incidents that may remain undetected for an extended period. If any of the previously identified or similar threats were to occur and cause interruptions in our operations, it could result in a disruption of our development programs and our business operations, whether due to a loss of our sensitive information or other similar disruptions. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Furthermore, our software systems include cloud-based applications that are hosted by third-party service providers with security and information technology systems subject to similar risks.

If we (or a third party upon whom we rely) experience a security incident or are perceived to have experienced a security incident, we could incur liability, our competitive position could be harmed and the further development and commercialization of our product candidates could be delayed. Security incidents could lead to adverse consequences, including but not limited to: government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and/or oversight; restrictions on processing sensitive information (including personal data); litigation (including class claims); indemnification obligations; negative publicity; reputational harm; monetary fund diversions; diversion of management attention; interruptions in our operations (including availability of data); financial loss; and other similar harms. Additionally, applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such disclosures are costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences.

We may expend significant resources or modify our business activities (including our clinical trial activities) to try to protect against security incidents. Certain data privacy and security obligations may require us to implement and maintain specific security measures, industry-standard or reasonable security measures to protect our information technology systems and sensitive information.

While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We may be unable in the future to detect vulnerabilities in our information technology systems because such threats and techniques change frequently, are often sophisticated in nature, and may not be detected until after a security incident has occurred. Despite our efforts to identify and address vulnerabilities, if any, in our information technology systems, our efforts may not be successful. Further, we may experience delays in deploying remedial measures designed to address any such identified vulnerabilities.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations. We cannot be sure that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims. Additionally, sensitive information of the Company could be leaked, disclosed, or revealed as a result of or in connection with our employees', personnel's, or vendors' use of generative AI technologies.

Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.

We have incurred substantial losses since inception and do not expect to become profitable in the near future, if ever. In general, under Section 382 of the United States Internal Revenue Code of 1986, as amended ("Code") a corporation that undergoes an "ownership change" is subject to limitations on its ability to utilize its pre-change net operating losses ("NOLs") to offset future taxable income. We may have experienced ownership changes in the past and may experience ownership changes in the future as a result of subsequent

changes in our stock ownership (some of which are outside our control). As a result, if and to the extent that we earn net taxable income, our ability to use our pre-change NOLs to offset such taxable income may be subject to limitations.

Under current U.S. federal tax law, NOLs arising in tax years beginning after December 31, 2017 can be carried forward indefinitely, but the deductibility of these carryforwards is limited.

It is uncertain if and to what extent various states will conform to the federal law. In addition, at the state level, there may be periods during which the use of NOLs is suspended or otherwise limited, which could accelerate or permanently increase the state taxes owed.

In order to realize the future tax benefits of our NOL carryforwards, we must generate taxable income, of which there is no assurance. Accordingly, we have provided a full valuation allowance for deferred tax assets as of September 30, 2024.

There are risks inherent in our business that may subject us to potential product liability suits and other claims, which may require us to engage in expensive and time-consuming litigation or pay substantial damages and may harm our reputation and reduce the demand for our product.

Our business exposes us to product liability risks, which are inherent in the testing, manufacturing, marketing and sale of biopharmaceutical products. For example, we may be sued if any product we develop allegedly causes or is perceived to cause injury or is found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability and a breach of warranties and/or trademarks. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our products. Even a successful defense would require significant financial and management resources.

Certain aspects of how gamma-delta T cells are processed and administered may increase our exposure to liability. Medical personnel administer gamma-delta T cells to patients in an outpatient procedure. This procedure poses risks to the patient similar to those occurring with infusions of other cell products, such as T cells and stem cells, including blood clots, infection and mild to severe allergic reactions. Additionally, gamma-delta T cells or components of our gamma-delta T cell therapy may cause unforeseen harmful side effects. For example, a patient receiving gamma-delta T cells could have a severe allergic reaction, severe graft versus host disease, cytokine release syndrome, or could develop an autoimmune condition to materials infused with gamma-delta T cells.

In addition, we have not conducted studies on the long-term effects associated with the media and/or expansion process that we use to grow our gamma-delta T cells. Similarly, we expect to use media in freezing our gamma-delta T cells for storage and shipment. These media and other reagents used in the manufacturing process could contain substances that have proved harmful if used in certain quantities. As we continue to develop our gamma-delta T cell therapy, we may encounter harmful side effects that we did not observe in our prior studies and clinical trials. Additionally, the discovery of unforeseen side effects of gamma-delta T cells could also lead to lawsuits against us.

Regardless of merit or eventual outcome, product liability or other claims may, among other things, result in:

- decreased demand for any approved products;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants or cancellation of clinical trials;
- costs to defend the related litigation;
- a diversion of management’s time and our resources;
- substantial monetary awards to clinical trial participants or patients;
- regulatory investigations, product recalls, withdrawals or labeling, marketing or promotional restrictions;
- exhaustion of any available insurance and our capital resources;
- loss of revenue;
- a potential decrease in our stock price; and
- the inability to commercialize any products we develop.

Our inability to obtain and maintain sufficient product liability insurance at an acceptable cost and scope of coverage to protect against potential product liability claims could prevent or inhibit the commercialization of our products. We obtained product liability insurance covering our clinical trials with policy limits that we believe are customary for similarly situated companies and adequate to provide us with coverage for foreseeable risks. Although we maintain such insurance, any claim that may be brought against us could

result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. Moreover, in the future, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses. If we determine that it is prudent to increase our product liability coverage due to the commercial launch of any approved product, we may be unable to obtain such increased coverage on acceptable terms, or at all. Our insurance policies also have various exclusions and deductibles, and we may be subject to a product liability claim for which we have no coverage. We will have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts.

Risks Related to Commercialization and Regulatory Compliance

Even if we obtain regulatory approvals for our product candidates, they will remain subject to ongoing regulatory oversight.

Even if we obtain regulatory approvals for our product candidates, such approvals will be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record keeping and submission of safety and other post-market information. Any regulatory approvals that we receive for our product candidates may also be subject to a REMS, to limitations on the approved indicated uses for which the product candidate may be marketed or to the conditions of approval, or may contain requirements for potentially costly post-marketing testing, including Phase 4 trials, and for surveillance to monitor the quality, safety and efficacy of the product candidate. Such regulatory requirements may differ from country to country depending on where we have received regulatory approval.

In addition, product candidate manufacturers and their facilities are subject to payment of user fees and continual review and periodic inspections by the FDA and other regulatory authorities for compliance with cGMP requirements and adherence to commitments made in the BLA or foreign marketing application. If we, or a regulatory authority, discover previously unknown problems with a product candidate, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product candidate is manufactured or if a regulatory authority disagrees with the promotion, marketing or labeling of that product candidate, a regulatory authority may impose restrictions relative to that product candidate, the manufacturing facility or us, including requesting a recall or requiring withdrawal of the product candidate from the market or suspension of manufacturing.

If we fail to comply with applicable regulatory requirements following approval of our product candidates, a regulatory authority may, among other things, issue warning letters or untitled letters, mandate modifications to promotional materials or require us to provide corrective information to healthcare practitioners, or require other restrictions on the labeling or marketing of such products, require us to enter into a consent decree, which can include imposition of various fines, reimbursements for inspection costs, required due dates for specific actions and penalties for noncompliance, seek an injunction or impose administrative, civil or criminal penalties or monetary fines, suspend or modify any ongoing clinical trials, or suspend, modify withdraw regulatory approval or restrict the marketing or manufacturing of the product candidate.

Moreover, the FDA and other regulatory authorities strictly regulate the promotional claims that may be made about biologic products. In particular, a product may not be promoted for uses that are not approved by the FDA as reflected in the product's approved labeling. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant civil, criminal and administrative penalties.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response and could generate negative publicity. The occurrence of any event or penalty described above may inhibit our ability to commercialize our product candidates and harm our business, financial condition, results of operations and prospects.

The FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative or executive action, either in the United States or abroad.

Even if any product candidate receives marketing approval, it may fail to achieve market acceptance by physicians, patients, third-party payors or others in the medical community necessary for commercial success.

Even if any product candidate receives marketing approval, it may fail to gain market acceptance by physicians, patients, third-party payors and others in the medical community. If any such product candidate does not achieve an adequate level of acceptance, we may not generate significant product revenue and may not become profitable. The degree of market acceptance of any product candidate, if approved for commercial sale, will depend on a number of factors, including but not limited to:

- the cost, efficacy, safety profile, convenience, ease of administration and other potential advantages compared to alternative treatments and therapies;

- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of our relationships with patient communities;
- the availability of third-party coverage and adequate reimbursement;
- the prevalence and severity of any side effects; and
- any restrictions on the use of the product candidate together with other medications.

Our efforts to educate physicians, patients, third-party payors and others in the medical community on the benefits of our product candidates may require significant resources and may never be successful. Such efforts may require more resources than are typically required due to the complexity and uniqueness of our product candidates. Because we expect sales of our product candidates, if approved, to generate substantially all of our revenues for the foreseeable future, the failure of our product candidates to find market acceptance would harm our business.

Furthermore, the attention to different types of prospective treatments and proposed cures for cancers has historically varied. In recent years, various forms of oncological immunotherapy have been prominent areas for academic and clinical advancement. While gamma-delta T cell therapy has not yet received prominent negative attention from the mainstream media or the scientific press, it is possible that it could, and it is possible that if immunotherapy generally falls out of favor with these key constituencies, whether due to the failure of one or more competitive products or technologies or otherwise, our business, including our ability to conduct our planned clinical trials and to raise capital, may in turn suffer.

If we are unable to establish sales and marketing capabilities or enter into agreements with third parties to market and sell our product candidates, we may not be successful in commercializing them, if and when they are approved.

To successfully commercialize any product candidate that may result from our development programs, we will need to build out our sales and marketing capabilities, either on our own or with others. The establishment and development of our own commercial team or the establishment of a contract sales force to market any product candidate we may develop will be expensive and time-consuming and could delay any product launch. Moreover, we cannot be certain that we will be able to successfully develop this capability. We may seek to enter into collaborations with other entities to utilize their established marketing and distribution capabilities, but we may be unable to enter into such agreements on favorable terms, if at all. If any current or future collaborators do not commit sufficient resources to commercialize our product candidates, or we are unable to develop the necessary capabilities on our own, we may be unable to generate sufficient revenue to sustain our business. We compete with many companies that currently have extensive, experienced and well-funded marketing and sales operations to recruit, hire, train and retain marketing and sales personnel. We will likely also face competition if we seek third parties to assist us with the sales and marketing efforts of our product candidates. Without an internal team or the support of a third party to perform marketing and sales functions, we may be unable to compete successfully against these more established companies.

Even if we obtain and maintain approval for our product candidates from the FDA, we may never obtain approval outside the United States, which would limit our market opportunities.

Approval of a product candidate in the United States by the FDA does not ensure approval of such product candidate by regulatory authorities in other countries or jurisdictions, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries or by the FDA. Sales of our product candidates outside the United States will be subject to foreign regulatory requirements governing clinical trials and marketing approval. Even if the FDA grants marketing approval for a product candidate, comparable foreign regulatory authorities also must approve the manufacturing and marketing of the product candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and more onerous than, those in the United States, including additional preclinical studies or clinical trials. In many countries outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that country. In some cases, the price that we intend to charge for any product candidates, if approved, is also subject to approval. Obtaining approval for our product candidates in the European Union from the European Commission following the opinion of the European Medicines Agency ("EMA") if we choose to submit a marketing authorization application there, would be a lengthy and expensive process. Even if a product candidate is approved, the EMA may limit the indications for which the product may be marketed, require extensive warnings on the labeling or require expensive and time-consuming additional clinical trials or reporting as conditions of approval. Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our product candidates in certain countries.

If we commercialize our product candidates outside the United States, a variety of risks associated with international operations could harm our business.

While we have not taken any steps to obtain approval of our product candidates outside of the United States, and do not plan to seek approval in the near term, we may do so in the future. If we market approved products outside the United States, we expect that we will be subject to additional risks in commercialization, including:

- different regulatory requirements for approval of therapies in foreign countries;
- reduced protection for intellectual property rights;
- unexpected changes in tariffs, trade barriers and regulatory requirements;
- economic weakness, including inflation, or political instability in particular economies and markets;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenues, and other obligations incident to doing business in another country;
- foreign reimbursement, pricing and insurance regimes;
- workforce uncertainty due to labor unrest;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geopolitical actions, including war and terrorism such as the Israel-Hamas war and the Russia-Ukraine war, natural disasters including earthquakes, typhoons, floods and fires, and public health emergencies.

We have no prior experience in these areas. In addition, there are complex regulatory, immigration, tax, labor and other legal requirements imposed by many of the individual countries in which we may operate, including the United States and, with which we will need to comply. Many biopharmaceutical companies have found the process of marketing their products in foreign countries to be challenging.

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

Healthcare providers, including physicians, and third-party payors in the United States and elsewhere will play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our current and future arrangements with healthcare professionals, principal investigators, consultants, customers and third-party payors subject us to various federal and state fraud and abuse laws and other healthcare laws, including, without limitation, the federal Anti-Kickback Statute, the federal civil and criminal false claims laws and the law commonly referred to as the Physician Payments Sunshine Act and the regulations promulgated thereunder. For additional information on the healthcare laws and regulations that we may be subject to, see the section captioned "Business—Government Regulation" in our Annual Report.

Ensuring that our business arrangements with third parties comply with applicable healthcare laws and regulations will likely be costly. It is possible that governmental authorities will conclude that our business practices, including our relationships with physicians, some of whom are compensated with a stipend or stock options for services performed for us, may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participating in government-funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws, contractual damages, reputational harm and the curtailment or restructuring of our operations. If the physicians or other providers or entities with whom we expect to do business are found not to be in compliance with applicable laws, they may be subject to significant criminal, civil or administrative sanctions, including exclusions from government-funded healthcare programs.

Litigation or other legal proceedings relating to healthcare laws and regulations may cause us to incur significant expenses and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development, manufacturing, sales, marketing or distribution activities. Uncertainties resulting from the initiation and continuation of litigation or other proceedings relating to applicable healthcare laws and regulations could have an adverse effect on our ability to compete in the marketplace.

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

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

Third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Currently, in the allogeneic transplant setting, reimbursement is often made based on a capitated payment system, and obtaining reimbursement for our products may be particularly difficult because of the higher prices often associated with drugs administered under the supervision of a physician. Therefore, our product candidates may not be reimbursed separately but their cost may instead be bundled as part of a capitated payment received by the provider for the procedure only. We cannot be sure that the clinical results of our trials will be sufficient or meaningful to educate hospitals and/or clinicians on the benefits of our product or to get third-party payors to change reimbursement to separate outside of the current bundle. A decision by a third-party payor not to cover or separately reimburse for our product candidates or procedures using our product candidates, could reduce physician utilization of our products once approved. We cannot be sure that coverage and reimbursement will be available for any product that we commercialize and, if reimbursement is available, what the level of reimbursement will be. Inadequate coverage and reimbursement may impact the demand for, or the price of, any product for which we obtain marketing approval. If coverage and adequate reimbursement are not available, or are available only at limited levels, we may not be able to successfully commercialize any product candidates that we develop. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Healthcare legislative reform measures may have a negative impact on our business and results of operations.

In the United States and some foreign jurisdictions, there have been, and continue to be, legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of product candidates, restrict or regulate post-approval activities, and affect our ability to profitably sell any product candidates for which we obtain marketing approval. In particular, there have been and continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs and improve the quality of healthcare.

For example, in March 2010, the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, or, collectively, the ACA, was passed, which substantially changed the way healthcare is financed by both governmental and private payors in the United States. Since its enactment, however, there have been executive, judicial and Congressional challenges to the ACA. For example, the Tax Act included a provision that repealed, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year, which is commonly referred to as the "individual mandate."

On June 17, 2021, the U.S. Supreme Court dismissed a challenge on procedural grounds that argued the ACA is unconstitutional in its entirety because the "individual mandate" was repealed by Congress. Prior to the U.S. Supreme Court ruling, President Biden issued an executive order that initiated a special enrollment period from February 15, 2021 through August 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The executive order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. It is possible that the ACA will be subject to judicial or Congressional challenges in the future. It is unclear how any such challenges, and the healthcare reform measures of the Biden administration will impact the ACA and our business.

Other legislative changes have been proposed and adopted since the ACA was enacted. These changes include aggregate reductions to Medicare payments to providers of 2% per fiscal year pursuant to the Budget Control Act of 2011, which began in 2013,

and due to subsequent legislative amendments to the statute, which will remain in effect until 2032, unless additional Congressional action is taken. Additionally, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 into law, which eliminates the statutory Medicaid drug rebate cap, previously set at 100% of a drug's average manufacturer price, for single source and innovator multiple source drugs, effective January 1, 2024. The American Taxpayer Relief Act of 2012, among other things, further reduced Medicare payments to several providers, including hospitals and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. More recently, on August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 ("IRA") into law, which included a number of significant drug pricing reforms, including extending enhanced subsidies for individuals purchasing health insurance coverage in ACA marketplaces through plan year 2025 and a redesign of the Part D benefit, as part of which manufacturers are required to provide discounts on Part D drugs and Part D beneficiaries' annual out-of-pocket spending will be capped at $2,000 beginning in 2025.

Additional changes that may affect our business include the expansion of new programs such as Medicare payment for performance initiatives for physicians under the Medicare Access and CHIP Reauthorization Act of 2015. At this time, the full impact to overall physician reimbursement as a result of the introduction of the Medicare quality payment program remains unclear.

Further, in the United States there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries, Presidential executive orders and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under government payor programs, and review the relationship between pricing and manufacturer patient programs. For example, in July 2021, the Biden administration released an executive order, "Promoting Competition in the American Economy," with multiple provisions aimed at prescription drugs. In response to Biden's executive order, on September 9, 2021, the U.S. Department of Health and Human Services ("HHS") released a Comprehensive Plan for Addressing High Drug Prices that outlines principles for drug pricing reform and sets out a variety of potential legislative policies that Congress could pursue to advance these principles. Further, the IRA, among other things, (1) directs HHS to negotiate the price of certain single-source drugs and biologics covered under Medicare and (2) imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation. These provisions took effect progressively starting in fiscal year 2023. On August 15, 2024, HHS announced the agreed-upon reimbursement prices of the first ten drugs that were subject to price negotiations, although the Medicare drug price negotiation program is currently subject to legal challenges. HHS will select up to fifteen additional drugs covered under Part D for price negotiation in 2025. In response to the Biden administration's October 2022 executive order, on February 14, 2023, HHS released a report outlining three new models for testing by the CMS Innovation Center which will be evaluated on their ability to lower the cost of drugs, promote accessibility, and improve quality of care. It is unclear whether the models will be utilized in any health reform measures in the future. Further, on December 7, 2023, the Biden administration announced an initiative to control the price of prescription drugs through the use of march-in rights under the Bayh-Dole Act. On December 8, 2023, the National Institute of Standards and Technology published for comment a Draft Interagency Guidance Framework for Considering the Exercise of March-In Rights which for the first time includes the price of a product as one factor an agency can use when deciding to exercise march-in rights. While march-in rights have not previously been exercised, it is uncertain if that will continue under the new framework. Further, we expect that additional U.S. federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that the U.S. federal government will pay for healthcare products and services, which could result in reduced demand for our current or any future product candidates or additional pricing pressures. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action in the United States or any other jurisdiction, particularly in light of the outcomes of the recent U.S. Presidential and Congressional elections. If we or any third parties we may engage are slow or unable to adapt to changes in existing or new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, our current or any future product candidates we may develop may lose any regulatory approval that may have been obtained and we may not achieve or sustain profitability.

We expect that these and other healthcare reform measures that may be adopted in the future may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved drug, which could have an adverse effect on demand for our product candidates. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize our products. For additional information on healthcare reform, see the section captioned "Business—Government Regulation" in our Annual Report.

Actual or perceived failures to comply with applicable data privacy and security obligations, including laws, regulations, contractual obligations, industry standards and other requirements could lead to regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, reputational harm, loss of revenue or profits, and other adverse business consequences.

In the ordinary course of business, we collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, processing) personal data and other sensitive information, including proprietary and confidential business data, trade secrets, intellectual property, data we collect about participants in connection with clinical trials, and

sensitive third-party data (collectively, sensitive information). Our data processing activities subject us to numerous data privacy and security obligations, such as various state, federal and foreign laws, regulations, guidance, industry standards, external and internal privacy and security policies, contracts and other obligations governing the processing of personal data and other sensitive information, such as information that we may collect in connection with clinical trials in the U.S. and abroad. Implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations, standards, or perception of their requirements may have on our business. This evolution may create uncertainty in our business, affect our ability to operate in certain jurisdictions or to process sensitive information, necessitate the acceptance of more onerous obligations in our contracts, result in liability or impose additional costs on us. The cost of compliance with these laws, regulations and standards is high and is likely to increase in the future. Any failure or perceived failure by us to comply with federal, state or foreign laws or regulation, our internal policies and procedures or our contracts governing our processing of sensitive information could result in negative publicity, government investigations and enforcement actions, claims by third parties and damage to our reputation, any of which could have a material adverse effect on our operations, financial performance and business.

As our operations and business grow, we may become subject to or affected by new or additional data protection laws and regulations and face increased scrutiny or attention from regulatory authorities. In the United States, numerous federal and state laws and regulations, including state data breach notification laws, state health information privacy laws, and federal and state consumer protection laws and regulations (i.e., Section 5 of the FTC Act), that govern the collection, use, disclosure, and protection of health-related and other personal data. In addition, we may obtain health information from third parties (including research institutions from which we obtain clinical trial data) that are subject to data privacy and security requirements under HIPAA as amended, and regulations promulgated thereunder ("HIPAA"). Depending on the facts and circumstances, we could be subject to significant penalties if we violate HIPAA.

Certain states have also adopted comparable data privacy and security laws and regulations, some of which may be more stringent than HIPAA. For example, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, "CCPA"), imposes obligations on covered businesses regarding the personal data of consumers, business representatives, and employees who are California residents, and requires business to provide specific disclosures in privacy notices and honor requests of California residents to exercise certain privacy rights related to their personal data. The CCPA allows for statutory fines for noncompliance (up to $7,500 per intentional violation) and a private right of action for certain data breaches. Although the CCPA exempts some data processed in the context of clinical trials, the CCPA may increase compliance costs and potential liability with respect to other personal data we may maintain about California residents. Other states have enacted data privacy laws as well. For example, Colorado, Connecticut, Utah and Virginia have passed comprehensive data privacy laws, all of which became effective in 2023, and recently enacted data privacy laws in Indiana, Iowa, Montana, Tennessee and Texas will become effective in coming years. In addition, data privacy and security laws have been proposed at the federal, state, and local levels in recent years, which could further complicate compliance efforts.

In addition, all 50 U.S. states and the District of Columbia have enacted breach notification laws that may require us to notify patients, employees or regulators in the event of unauthorized access to or disclosure of personal or confidential information experienced by us or our service providers. These laws are not consistent, and compliance in the event of a widespread data breach is difficult and may be costly. In addition to government regulation, privacy advocates and industry groups have and may in the future propose self-regulatory standards from time to time. These and other industry standards may legally or contractually apply to us, or we may elect to comply with such standards.

Outside the United States, an increasing number of laws, regulations, and industry standards apply to data privacy and security. For example, the EU GDPR and the UK GDPR impose strict requirements for processing personal data. For example, under the EU GDPR, government regulators may impose temporary or definitive bans on data processing, as well as fines of up to 20 million euros or 4% of annual global revenue, whichever is greater. Further, individuals may initiate litigation related to processing of their personal data. In Canada, the PIPEDA and various related provincial laws, may apply to our operations.

Certain jurisdictions have enacted data localization laws and cross-border personal data transfer laws, which could make it more difficult to transfer information across jurisdictions (such as transferring or receiving personal data that originates in the EU or in other foreign jurisdictions). Existing mechanisms that facilitate cross-border personal data transfers may change or be invalidated. For example, absent appropriate safeguards or other circumstances, the EU GDPR generally restricts the transfer of personal data to countries outside of the EEA, that the European Commission does not consider to provide an adequate level of data privacy and security, such as the United States. Although there are currently various mechanisms that may be used to transfer personal data from the EEA and UK to the United States in compliance with law, such as the EU's standard contractual clauses, the UK's International Data Transfer Agreement / Addendum, and the EU-U.S. Data Privacy Framework and the UK extension thereto (which allows for transfers to relevant U.S.-based organizations who self-certify compliance and participate in the Framework), these mechanisms are subject to legal challenges, and there is no assurance that we can satisfy or rely on these measures to lawfully transfer personal data to the United States or other countries.

In addition, certain countries outside Europe (i.e., Russia) have also passed or are considering laws requiring local data residency or otherwise impeding the transfer of personal data across borders, any of which could increase the cost and complexity of doing business.

If we cannot implement a valid compliance mechanism for cross-border data transfers, we may face increased exposure to regulatory actions, substantial fines, and injunctions against processing or transferring personal data from Europe or other foreign jurisdictions. The inability to import personal data to the United States could significantly and negatively impact our business operations, including by limiting our ability to conduct clinical trial activities in Europe and elsewhere; limiting our ability to collaborate with parties that are subject to such cross-border data transfer or localization laws; or requiring us to increase our personal data processing capabilities and infrastructure in foreign jurisdictions at significant expense.

In addition to data privacy and security laws, we are bound by other contractual obligations related to data privacy and security, and our efforts to comply with such obligations may not be successful. We also publish privacy policies, marketing materials, and other statements regarding data privacy and security and if these policies, materials, or statements are found to be deficient, lacking in transparency, deceptive, unfair, or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators, or other adverse consequences.

Although we work to comply with applicable laws, regulations and standards, our contractual obligations and other legal obligations, these requirements are evolving and may be modified, interpreted and applied in an inconsistent manner from one jurisdiction to another, and may conflict with one another or other legal obligations with which we must comply. Preparing for and complying with these obligations requires significant resources and may necessitate changes to our information technologies, systems, and practices and to those of any third parties that process personal data on our behalf. Although we endeavor to comply with all applicable data privacy and security obligations, we may at times fail (or be perceived to have failed) to do so. Moreover, despite our efforts, our personnel or third parties upon whom we rely may fail to comply with such obligations, which could negatively impact our business operations and compliance posture. Any failure or perceived failure by us or our employees, representatives, contractors, consultants, CROs, collaborators, or other third parties to comply with such requirements or adequately address data privacy and security concerns, even if unfounded, could result in additional cost and liability to us, damage our reputation, or adversely affect our business and results of operations. For example, we may experience adverse consequences such as interruptions or stoppages in our business operations (including, as relevant, clinical trials); inability to process personal data or to operate in certain jurisdictions; limited ability to develop or commercialize our products; expenditure of time and resources to defend any claim or inquiry; adverse publicity; or revision or restructuring of our operations; government enforcement actions (i.e., investigations, fines, penalties, audits, inspections, and similar); litigation (including class-related claims) and mass arbitration demands; additional reporting requirements and/or oversight; bans on processing personal data; orders to destroy or not use personal data; and imprisonment of company officials.

Risks Related to the Ownership of Our Common Stock

An active trading market for our common stock may not continue to be developed or sustained, and you may not be able to sell your shares quickly or at the market price.

Although our common stock is traded on the Nasdaq Stock Market LLC, ("Nasdaq") the liquidity in our common stock on that stock market remains thin. If an active trading market for our common stock does not continue to be developed or sustained, you may not be able to sell your shares quickly or at all at the market price. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares of our common stock and may impair our ability to acquire other companies or technologies by using our common stock as consideration.

If we fail to satisfy all applicable requirements of Nasdaq and it determines to delist our common stock, the delisting could adversely affect the market liquidity of our common stock and the market price of our common stock could decrease.

To maintain the listing of our common stock on Nasdaq, we are required to meet certain listing requirements, including, a minimum closing bid price of $1.00 per share. On August 6, 2024, we received notice from Nasdaq that we are no longer in compliance with Nasdaq's Listing Rule 5450(a)(1) because the closing bid price of our common stock had fallen below $1.00 per share for 31 consecutive days. In accordance with Nasdaq Listing Rule 5810(c)(3)(A), we have an initial period of 180 calendar days, or until February 3, 2025 (the "Compliance Date"), to regain compliance with the minimum bid price requirement. To regain compliance, the closing bid price of our common stock must be at least $1.00 per share for a minimum of 10 consecutive business days before the Compliance Date.

If our common stock does not achieve compliance by the Compliance Date, we may be eligible for an additional 180-day period to regain compliance if we apply to transfer the listing of its common stock to the Nasdaq Capital Market. To qualify, we would be required to meet the continued listing requirement for market value of publicly held shares and all other initial listing standards, with the exception of the bid price requirement, and provide written notice to Nasdaq of our intention to cure the deficiency during the second compliance period by effecting a reverse stock split, if necessary.

Further, if the market value of our publicly held common stock declines below $1 million, or the closing price of our common stock declines to $0.10 per share or less for 10 consecutive trading days, we would also be subject to Nasdaq delisting proceedings on that basis. Nasdaq's staff also maintains discretionary authority under its listing rules to delist companies whose capital structure or public offerings raise public interest and investor protection concerns, including as a result of highly dilutive issuances, and it is possible that Nasdaq could assert that our present offering, past offerings that we have consummated, or future offerings we may consummate, raise such concerns.

There can be no assurance that we will maintain compliance with the requirements for listing our common stock on Nasdaq. If we are unable to satisfy the Nasdaq criteria for continued listing, our common stock would be subject to delisting. A delisting of our common stock could negatively impact us by, among other things, (i) reducing the liquidity and market price of our common stock; (ii) reducing the number of investors willing to hold or acquire our common stock, which could negatively impact our ability to raise equity financing; (iii) decreasing the amount of news and analyst coverage of us; (iv) limiting our ability to issue additional securities or obtain additional financing in the future; (v) limiting our ability to use a registration statement to offer and sell freely tradable securities, thereby preventing us from accessing the public capital markets; and (iv) impairing our ability to provide equity incentives to our employees. In addition, delisting from Nasdaq may negatively impact our reputation and, consequently, our business.

The market price of our common stock is volatile and may fluctuate substantially, and you could lose all or part of your investment.

The market price of our common stock is volatile. The stock market in general, and the market for biopharmaceutical and pharmaceutical companies in particular, has experienced extreme volatility that has often been unrelated to the operating performance of particular companies. In addition to the factors discussed in this "Risk Factors" section, the market price for our common stock may be influenced by, among other factors:

- the commencement, enrollment or results of our planned or future clinical trials of our product candidates or those of our competitors;
- the success and failures of competitive products or therapies or announcements, including patient deaths and clinical holds, by potential competitors of their product development efforts;
- regulatory or legal developments in the United States and other countries;
- changes in the structure of healthcare payment systems;
- coordinated buying or selling activity in our common stock, including market manipulation;
- unusual trading in our common stock or securities derivative thereof, including pursuant to naked, or uncovered, short positions or "short squeezes;"
- commentary by investors on the prospects for our business or our common stock on the internet, including blogs, articles and message board, and/or social media and resulting in trading of our common stock;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- significant lawsuits, including patent or stockholder litigation;
- stock price and volume fluctuations attributable to inconsistent trading volume levels and a wide bid-ask in our common stock;
- announcement or expectation of additional financing efforts or sales by our stockholders;
- general economic, political, and market conditions and overall fluctuations in the financial markets in the United States and abroad, including as a result of inflation expectations, bank closures, public health crises or geographical tensions and wars, such as the Israel-Hamas war and Russia-Ukraine war; and
- investors' general perception of us and our business.

These and other market and industry factors may cause the market price and demand for our common stock to fluctuate substantially, regardless of our actual operating performance which may limit or prevent investors from selling their shares at or above the price paid for the shares and may otherwise negatively affect the liquidity of our common stock.

In addition, some companies that have experienced volatility in the trading price of their shares have been the subject of securities class action litigation. Any lawsuit to which we are a party, with or without merit, may result in an unfavorable judgment. We also may decide to settle lawsuits on unfavorable terms. Any such negative outcome could result in payments of substantial damages or fines, damage to our reputation or adverse changes to our business practices. Defending against litigation is costly and time-consuming and could divert our management's attention and our resources. Furthermore, during the course of litigation, there could be negative public announcements of the results of hearings, motions or other interim proceedings or developments, which could have a negative effect on the market price of our common stock.

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

Based upon shares of our common stock outstanding as of November 11, 2024, our executive officers, directors and stockholders who own more than 5% of our outstanding common stock will, in the aggregate, beneficially own shares representing 67% of our outstanding common stock as of the date of this Quarterly Report. If our executive officers, directors and stockholders who own more than 5% of our outstanding common stock acted together, they may be able to significantly influence all matters requiring stockholder approval, including the election and removal of directors and approval of any merger, consolidation or sale of all or substantially all of our assets. The concentration of voting power and transfer restrictions could delay or prevent an acquisition of our company on terms that other stockholders may desire or result in the management of our company in ways with which other stockholders disagree.

Provisions in our corporate charter documents 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.

Provisions in our certificate of incorporation and our bylaws may discourage, delay or prevent a merger, acquisition or other change in control of us that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions also could limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our board of directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. Among other things, these provisions:

- establish a classified board of directors such that not all members of the board are elected at one time;
- allow the authorized number of our directors to be changed only by resolution of our board of directors;
- provide that our directors may be removed for cause only upon the vote of at least 66 2/3% of our outstanding shares of voting stock;
- establish advance notice requirements for stockholder proposals that can be acted on at stockholder meetings and nominations to our board of directors;
- require that stockholder actions must be effected at a duly called stockholder meeting and prohibit actions by our stockholders by written consent;
- limit who may call stockholder meetings;
- authorize our board of directors to issue, without further action by the stockholders, shares of undesignated preferred stock with terms, rights and preferences determined by our board of directors that may be senior to our common stock; and
- require the approval of the holders of at least 66 2⁄3% of the votes that all our stockholders would be entitled to cast to amend or repeal certain provisions of our charter or bylaws.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law ("DGCL") which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner. We have not elected to opt out of DGCL Section 203. These provisions could discourage potential acquisition proposals and could delay or prevent a change in control transaction. They could also have the effect of discouraging others from making tender offers for our common stock, including transactions that may be in your best interests. These provisions may also prevent changes in our management or limit the price that investors are willing to pay for our common stock.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation provides that, with respect to any state actions or proceedings under Delaware statutory or common law, the Court of Chancery of the State of Delaware is the exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action or proceeding asserting a breach of fiduciary duty;
- any action or proceeding asserting a claim against us or any of our directors, officers, employees or agents arising under the DGCL, our amended and restated certificate of incorporation or our second amended and restated bylaws;
- any action or proceeding to interpret, apply, enforce or determine the validity of our amended and restated certificate of incorporation or our second amended and restated bylaws; and
- any action or proceeding asserting a claim against us or any of our directors, officers, employees or agents that is governed by the internal-affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our amended and restated certificate of incorporation further provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause or causes of action arising under the Securities Act, including all causes of action asserted against any defendant to such complaint. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees. If a court were to find an exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could harm our business.

General Risk Factors

Unstable market and economic conditions, including as a result of inflation expectations, bank closures, public health crises or geopolitical tensions such as the Russia-Ukraine and/or the Israel-Hamas wars, may have serious adverse consequences on our business, financial condition and share price.

The global economy, including credit and financial markets, has experienced extreme volatility and disruptions, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates, increases in inflation rates and uncertainty about economic stability. For example, the macroeconomic uncertainty and volatile business environment have resulted in ongoing inflation, elevated interest rates, volatility in the capital markets, significantly reduced liquidity and credit availability, decreases in consumer demand and confidence, declines in economic growth, increases in unemployment rates and uncertainty about economic stability. Our general business strategy may be materially or adversely impacted by if these unpredictable and unstable market conditions continue. Additionally, the Russia-Ukraine and the Israel-Hamas wars have created extreme volatility in the global capital markets and is expected to have further global economic consequences, including potential disruptions of the global supply chain, manufacturing and energy markets. Any such volatility and disruptions may have adverse consequences on us or the third parties on whom we rely. If the equity and credit markets deteriorate, including as a result of inflation expectations, recent bank closures, the changing interest rate environment, political unrest or war, it may make any necessary debt or equity financing more difficult to obtain in a timely manner or on favorable terms, more costly or more dilutive. Increased inflation rates can adversely affect us by increasing our costs, including labor and employee benefit costs. Any significant increases in inflation and related increase in interest rates could have a material adverse effect on our business, results of operations and financial condition.

We maintain cash deposits in excess of federally insured limits. Adverse developments affecting the financial services industry, such as actual events or concerns involving liquidity, defaults or non-performance by financial institutions could adversely affect our liquidity, current financial condition and projected business operations.

We maintain domestic cash deposits in Federal Deposit Insurance Corporation ("FDIC") insured banks that exceed the FDIC insurance limits. Bank failures, events involving limited liquidity, defaults, non-performance, or other adverse developments that affect financial institutions, or concerns or rumors about such events, may lead to liquidity constraints. For example, during 2023, the FDIC took over Silicon Valley Bank, Signature Bank, Silvergate Capital Corp., and First Republic Bank, into receivership. Although the FDIC announced that all deposits with these banks would be fully insured, there continues to be uncertainty in the markets regarding the stability of regional banks and the safety of deposits in excess of the FDIC insured deposit limits. If other banks and financial institutions enter receivership or become insolvent in the future in response to financial conditions affecting the banking system and financial markets, our ability to access our existing cash may be threatened. The FDIC only insures accounts in amounts up to $250,000 per depositor per insured bank. If any of the banking institutions in which we have deposited funds ultimately fails, we may lose our deposits over $250,000. The loss of our deposits would have a material adverse effect on our business and financial condition. There can be no assurance that our deposits in excess of the FDIC or other comparable insurance limits will be backstopped by the FDIC or U.S. government, or that any bank or financial institution with which we do business will be able to obtain needed liquidity from other banks, government institutions, or by acquisition in the event of a failure or liquidity crisis. The ultimate outcome of these events cannot be predicted, but these events could have a material adverse effect on our business.

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

The trading market for our common stock will be influenced by the research and reports that industry or financial analysts publish about us or our business. We currently have research coverage by a few industry or financial analysts and may never obtain additional coverage. Equity research analysts may elect not to provide research coverage of our common stock, or may drop coverage and such lack of research coverage may adversely affect the market price of our common stock. In the event we do have additional equity research analyst coverage, we will not have any control over the analysts or the content and opinions included in their reports. The price of our shares could decline if one or more equity research analysts downgrade our shares, reduce their price-targets, or issue other unfavorable commentary or research about us. If one or more equity research analysts cease coverage of us or fail to publish reports on us regularly, demand for our shares could decrease, which in turn could cause the trading price or trading volume of our common stock to decline.

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

As a public company, and particularly after we are no longer an emerging growth company ("EGC") as defined under the Jobs Act, or smaller reporting company, we will continue to incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley Act") and rules subsequently implemented by the SEC and The Nasdaq Stock Market LLC impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to comply with these requirements. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly.

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

Effective internal control over financial reporting is necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in their implementation could cause us to fail to meet our reporting obligations. In addition, any testing by us conducted in connection with Section 404, or any subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal control over financial reporting that are deemed to be material weaknesses or that may require prospective or retroactive changes to our financial statements or identify other areas for further attention or improvement. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could harm our business and have a negative effect on the trading price of our stock.

Pursuant to Section 404 of the Sarbanes-Oxley Act ("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 EGC or a smaller reporting company with less than $100 million in annual revenue, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. We could be an EGC until the end of the fiscal year following the fifth anniversary of our initial public offering. 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.

In addition, our assessment of internal controls and procedures may not detect material weaknesses in our internal control over financial reporting. Undetected material weaknesses in our internal control over financial reporting could lead to financial statement restatements and require us to incur the expense of remediation, which could have a negative effect on the trading price of our stock. These events could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

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

We are subject to certain reporting requirements of the Exchange Act. Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. 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 or insufficient disclosures due to error or fraud may occur and not be detected.

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

(a) Recent Sales of Unregistered Equity Securities

None.

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

Not applicable.

(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.

Rule 10b5-1 Trading Arrangements

None of our directors or executive officers adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule-10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K, during the fiscal quarter ended September 30, 2024.

Item 6. Exhibits.

(3) Exhibits

Exhibit	Description

Number	
3.1	Amended and Restated Certificate of Incorporation of the Company (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on August 3, 2021).
3.2	Second Amended and Restated Bylaws of the Company (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on December 7, 2023).
10.1+	Amendment to Employment Agreement, by and between the Company and William Ho, dated as of August 30, 2024 (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on September 6, 2024).
10.2+	Amendment to Employment Agreement, by and between the Company and Trishna Goswami, dated as of August 30, 2024 (incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on September 6, 2024).
10.3+	Amendment to Employment Agreement, by and between the Company and Lawrence Lamb, dated as of August 30, 2024 (incorporated herein by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on September 6, 2024).
10.4+	Amendment to Employment Agreement, by and between the Company and Patrick McCall, dated as of August 30, 2024 (incorporated herein by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on September 6, 2024).
10.5+	Amendment to Employment Agreement, by and between the Company and Kate Rochlin, dated as of August 30, 2024 (incorporated herein by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on September 6, 2024).
10.6†^	Form of Securities Purchase Agreement (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on October 1, 2024).
10.7	Form of Registration Rights Agreement (incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (File No. 001-39692), filed with the SEC on October 1, 2024).
10.8+	Separation Agreement, by and between the Company and Trishna Goswami, dated as of September 6, 2024.
10.9	Non-Employee Director Compensation Policy (as amended August 30, 2024).
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended.
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended.
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 as its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104	Cover Page formatted as Inline XBRL and contained in Exhibit 101

+ Indicates a management contract or compensatory plan.

† Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company will supplementally furnish copies of omitted schedules and exhibits to the SEC or its staff upon its request.

^ Portions of this exhibit have been redacted in accordance with Item 601(b)(10) of Regulation S-K. The omitted information is not material and is the type that the registrant treats as private or confidential.

* This certification is being furnished solely to accompany this quarterly report on Form 10-Q pursuant to 18 U.S.C. Section 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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**.**

IN8bio, Inc.

Date: November 12, 2024

By: /s/ William Ho

William Ho
Chief Executive Officer
(Principal Executive Officer)

Date: November 12, 2024

By: /s/ Patrick McCall

Patrick McCall
Chief Financial Officer and Secretary
(Principal Financial and Accounting Officer)

L E A S E A G R E E M E N T

By and between

SLOSS MARTIN BISCUIT, LTD.,

by and through its Agent,

SLOSS REAL ESTATE COMPANY, INC.
(together "Landlord")

And

IN8BIO, INC.
("Tenant")

dated

March 16, 2024

for

Martin Biscuit Building
2901 2nd Avenue South
Birmingham, AL 35233
Suite Number 210

containing approximately
8,116 square feet of Rentable Floor Area

Term: 60-1/2 months

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STATE OF ALABAMA }
:
COUNTY OF JEFFERSON }

L E A S E A G R E E M E N T

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 16th day of March, 2024 (the "Effective Date"), between **SLOSS MARTIN BISCUIT, LTD.**, an Alabama corporation ("SMB"), by and through its agent, **SLOSS REAL ESTATE COMPANY, INC.**, an Alabama corporation ("Agent" and together with SMB called "Landlord"), and **IN8BIO, INC.**, a Delaware corporation (called "Tenant").

Landlord and Tenant hereby covenant and agree as follows:

W I T N E S S E T H:

1. PREMISES:

The Landlord does hereby rent and lease to the Tenant and the Tenant does hereby rent and lease from the Landlord certain space of approximately eight thousand one hundred sixteen (8,116) Rentable Square Feet (hereinafter called the "Premises") known as Suite 210, located in the Martin Biscuit Building at 2901 2nd Avenue South, Birmingham, AL 35233, (hereinafter called the "Building"), together with the right **(i)** of ingress and egress to the Premises through the designated entranceways, elevators, hallways, stairways, exits, elevators or other accessways to and from the Premises and in accordance with the Rules and Regulations; and **(ii)** to use the designated parking areas and other common areas of the Building, together with the loading dock located on 29th Street South between the Showrooms Building and the Dr. Pepper Building (collectively, the "Common Areas") in common with other tenants of the Building. (The Building, all Common Areas, parking areas and all other real property of which the Premises and the Building are a part are hereinafter collectively referred to as the "Property"). See Exhibit "A" for a depiction of the Premises. No easement for light, air or view is granted or implied hereunder, except that the windows of the Premises shall not be covered or blocked throughout the Term. "Rentable Square Feet" or "RSF" for purposes of this Lease shall be calculated using a gross usable square footage of eight thousand one hundred sixteen (8,116) square feet.

2. TERM and POSSESSION:

(a) The term of this Lease shall be for sixty and one-half (60-1/2) months, commencing on the 15th day of March, 2024 (the "Commencement Date"), and ending on March 31, 2029, unless sooner terminated as herein provided (such period, in addition to all other extensions and option periods under this Lease are hereinafter collectively referred to as the "Term"). Tenant shall have the right to one (1) option to extend the Term for one (1) additional five (5) year period as set forth in paragraph (2) of Exhibit "C" to this Lease.

(b) Taking of possession by Tenant shall be deemed conclusively to establish Tenant has accepted the Premises "AS-IS" and as suitable for Tenant's intended use, provided that the foregoing shall not limit Landlord's obligations under the Lease, including, without limitation, the provisions of Sections 8(b), 10 and 15.

3. RENT:

Rent shall commence upon the Commencement Date (the "Rent Commencement Date"). Tenant agrees to pay as rent (the "Rent") for the Premises, Base Rent, Additional Rent and all other applicable amounts due hereunder. Tenant shall pay Base Rent in accordance with the schedule set forth below, and Additional Rent as provided in Article 31.

Lease Period	Base Rental Per SF	Annual Rental	Monthly Rental
March 15, 2024 – October 31, 2024	$23.00	$186,668.00	$15,555.67
November 1, 2024 – October 31, 2025	$23.69	$192,268.04	$16,022.34
November 1, 2025 – October 31, 2026	$24.40	$198,030.40	$16,502.53
November 1, 2026 – October 31, 2027	$25.13	$203,955.08	$16,996.26
November 1, 2027 – October 31, 2028	$25.89	$210,123.24	$17,510.27
November 1, 2028 – March 31, 2029	$26.66	$216,372.56	$18,031.05

Beginning on the Commencement Date, all such Rent shall be made payable to Sloss Martin Biscuit Ltd. and paid promptly by Tenant on the first day of each and every month, in advance, through an Automated Clearing House ("ACH") credit entry using receiving depository financial institution and receiver information supplied by Landlord from time to time, or at such other place as Landlord shall designate in writing, without notice or demand and without set off or deduction of any kind.

If the Term commences on a day other than the first day of a month, or terminates or expires on a day other than the last day of a month, the Base Rent for such partial month shall be prorated based upon the actual number of days in such month.

With the execution of this Lease, Tenant shall pay to Landlord an initial installment equal to the Rent due with respect to the calendar month in which the Commencement Date falls; such sum shall be applied by Landlord to the first installment(s) of Rent as they become due hereunder.

4. LATE CHARGES:

If any Rent to be paid hereunder, or other charges as hereinafter provided, is not received by Landlord (or its Agent) within ten (10) days of the date due, Landlord shall have the right to impose a late charge of three percent (3%) of all amounts past due. Should a check for any payment be returned due to insufficient funds or for any other reason, a charge of thirty dollars ($30.00) per each return shall immediately become due and payable.

5. SECURITY DEPOSIT:

Landlord and Tenant agree that Tenant will deposit with Agent the sum of Fifteen Thousand Five Hundred Fifty-Five and 67/100 Dollars ($15,555.67) on the date of execution of this Lease to be held, without interest, as security for the payment of Rent and any and all other sums of money for which Tenant shall or may become liable to pay to Landlord under this Lease, and for the faithful performance by Tenant of all covenants and agreements under this Lease deposit shall be returned to Tenant after the termination of this Lease and any renewal hereof, to the extent that Landlord has not applied the security deposit or any portion thereof on account of a default, the security deposit, or such remaining portion of the security deposit, shall be returned to Tenant, promptly, and in any event within forty-five (45) days, following the termination or expiration of this Lease. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under the provisions of this Lease or require the Landlord to maintain the security deposit in any sort of escrow or trust account, provided that the security deposit shall not be commingled with other funds of Landlord except other security deposits for the Property.

6. USE:

Tenant will use and occupy the Premises as an office and lab for its biotechnology company, including, without limitation, cell manufacturing process development and basic and translational research and development, and for no other use or purpose (the "Permitted Use"). Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes a violation of any law, ordinance, or governmental regulation or order, (ii) which unreasonably interferes with the rights of other tenants of Landlord, (iii) which constitutes a nuisance or waste or (iv) which causes damage to any structural portion of the Premises including, but not limited to, the walls and flooring of the Premises, nor (v) in any manner in which such use may invalidate the insurance or increase the rate of insurance on the Premises or the Building. Landlord acknowledges that the mere use of the Premises for the Permitted Use shall not violate items (ii) – (v) in the prior sentence, provided that the Premises are used in compliance with all laws, ordinances and governmental regulations or orders. Tenant shall promptly, upon written demand, reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Section. Landlord represents, warrants and covenants that, as of the Effective Date, and at all times during the Term, Landlord shall not request, and shall not consent to any request, to change the current zoning designation for the Property. Tenant

may apply for a certificate of occupancy confirming the Premises may lawfully be used for the Permitted Use and Landlord shall provide such reasonable information and assistance as may be needed.

andlord acknowledges that Tenant shall, from time to time, including during Tenant's initial move-in, at additional times during the Term and upon Tenant's move-out, be permitted to utilize rigging and/or hoists for moving large equipment or lab components into the Premises that cannot be brought up in the elevators. It is anticipated that such rigging and/or hoists will be stationed in the lobby of the Building and will transport such large equipment or lab components from the lobby over the second (2nd) floor railing onto the second (2nd) floor landing of the Building. All such rigging/hoisting companies shall be insured in accordance with standard industry practices and to be approved by Landlord, in its reasonable discretion. Tenant agrees to inform Building management in advance of any such utilization of rigging or hoists and shall schedule same during the weekend.

Landlord further acknowledges that Tenant will have regular deliveries of gas canisters, including CO2 and liquid nitrogen, to the Premises and Landlord shall permit Tenant to use the Building elevators to transport such gas canisters to the Premises. Landlord acknowledges these deliveries of gas canisters will occur during business hours on Business Days but Tenant shall coordinate such deliveries with Building management so as to minimize disruption. If necessary to protect the flooring, in connection with such gas deliveries Tenant shall utilize particle board on the second (2nd) floor hallway to move the gas canisters from the elevator into the Premises.

7. ASSIGNMENT:

(a) Tenant may not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease, pledge the leasehold interest, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any such consent shall require, as a condition thereto, that: **(i)** the original Tenant shall remain fully liable hereunder for the full term of this Lease; **(ii)** if the said assignment or subletting, other than a Permitted Transfer, involves a higher total rent than is provided for hereunder, fifty percent (50%) of the excess rent shall be paid to the Landlord, after first deducting therefrom Transaction Expenses (as hereinafter defined) incurred by Tenant in connection with such assignment or such subletting; provided, however, such Transaction Expense shall not exceed 10% of the excess rent; and **(iii)** the Landlord shall retain the right of consent or non-consent as to any further such assignments or subletting, or pledges. "Transaction Expenses" shall mean (a) the costs and expenses of Tenant in entering into the sublease, including real estate brokerage commissions, legal and architectural fees, and advertising fees paid to unrelated third parties, (b) free rent, rent concessions or rent abatements, (c) the cost of improvements, construction contributions or alterations made by Tenant for the purpose of preparing the space for such tenancy, and (d) work allowances or other monetary concessions.

(b) Anything in the foregoing Section 7(a) to the contrary notwithstanding, (i) assignments of this Lease or a subletting hereunder to an entity (x) into or with which Tenant is merged, consolidated, reorganized or recapitalized, (y) to which substantially all of Tenant's assets are transferred as a going concern or (z) which is an affiliate of Tenant, (ii) transfers of interests in Tenant, whether by inheritance or otherwise, between immediate family members (including spouses, children, grandchildren, parents, grandparents, in-laws, siblings, lineal descendants and

trusts for the benefit of the foregoing), or (iii) an initial public offering (such transferees, the "Permitted Transferees"; such transfers, "Permitted Transfers"), shall not require the consent of Landlord; provided that, in the event of any of such transfers in clause (i) above (whether effectuated through a single transaction or a series of transactions): (1) the assignee or subtenant shall be of good reputation or shall be a newly formed entity, and shall use the Premises only for the Permitted Uses (2) the assignee or subtenant agrees directly with Landlord, by written instrument in form reasonably satisfactory to Landlord, to be bound by all the obligations of Tenant hereunder including, without limitation, the covenant against further assignment and subletting; (3) in no event shall Tenant be released from its obligations under this Lease; (4) a copy of the fully executed assignment or sublease be delivered to Landlord; and (5) Tenant shall reimburse Landlord on demand for any actual and reasonable out-of-pocket costs including, without limitation, reasonable legal costs, incurred by Landlord in connection with such transaction; provided however in no event shall Landlord's expenses exceed Two Thousand Five Hundred Dollars and 00/100 ($2,500.00). In addition, the mere change of Tenant's name or form of ownership shall not be deemed an assignment of this Lease.

8. SERVICES AND UTILITIES:

(a) *UTILITIES*. All services, including but not limited to janitorial, dumpster, and pest control; and all utilities (including any additional utility services not already provided at the Premises), telecommunications and internet services, interior and non-structural expenses within the Premises shall be the sole expense and responsibility of the Tenant beginning as of the date of delivery of the Premises to Tenant. Utilities for the Premises that are separately metered (and trash removal/dumpster services) shall be arranged for and paid directly by the Tenant when due. Tenant is responsible for all deposits and the cost of connection of said utilities serving the Premises, including but not limited to panels, meters, and wiring, provided that Landlord represents and warrants that all required meters or submeters for electricity are installed, or will be installed and will be in good working order within thirty (30) days of the Commencement Date. Utilities that are not separately metered (and shared trash removal/dumpster services) shall be reasonably allocated by Landlord to the Premises based upon usage and paid by the Tenant when billed, at the actual out of pocket cost incurred by Landlord, with no mark-up. Landlord shall maintain the facilities and systems in the Building and Premises in good order, condition, and repair, inclusive of electric power required to service, operate and accommodate the HVAC equipment as well as any Alterations or other uses agreed to by the parties in writing, excluding any portions of such facilities and systems installed by Tenant, which shall be maintained by Tenant. In the event Tenant requires any additional utility services not specifically set forth in this Section 8(a), including, without limitation, additional amperage to the Building, Tenant shall be responsible for any and all costs associated with such additional utility services. Furthermore, if there are any additional generator services that Tenant may require as a result of its Permitted Use, Tenant shall be responsible for any and all actual costs associated with such additional generator services, including, without limitation, the cost of a new generator, its installation, maintenance, upkeep and additional utility costs.

(b) *LANDLORD*. Landlord shall not be required to make any repairs or improvements to the Premises, unless such repairs are made necessary by any act or omission or negligence of Landlord or its employees, agents, or contractors (collectively, the "Landlord Parties"); provided, however, subject to Article 31 of this Lease, Landlord shall maintain the roof, the exterior of the

Building, the foundation and all other structural elements of the Building, electrical (except to the extent installed by Tenant), underground plumbing and conduits, and all other Building systems servicing the Premises, up to the point of entry into the Premises, and structural repairs and replacements in the Premises, the parking areas and landscape areas (excluding any landscaping within the Premises) and public and common areas of the Building in reasonably good order and condition, ordinary wear and tear excepted. Notwithstanding any provision herein to the contrary, Landlord shall not be required to make or pay for any repairs made necessary by any act or omission or negligence of Tenant or its employees, agents, or contractors, or, while in the Premises, of Tenant's invitees and customers, and Tenant shall reimburse Landlord for all such repairs made by Landlord promptly following Landlord's written demand therefor, together with invoices for same. In addition, Landlord shall be responsible for those services for the Property more particularly described in Section 31 of this Lease. Landlord shall use due diligence in making any such repairs and shall perform such repair work, except in case of emergency, at times reasonably convenient to Tenant and otherwise in such manner as will not materially interfere with Tenant's use of the Premises.

It is understood that Landlord does not warrant that any of the services referred to above, or that these or any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more such services may be suspended or reduced by reason of accident or repairs, alterations or improvements necessary to be made, by strikes or accident or by any cause beyond the reasonable control of Landlord, or by orders or regulations of any federal, state, county or municipal authority. Any such interruption or suspension of services supplied by Landlord shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages or for abatement of rent or relieve Tenant from performance of Tenant's obligation under this Lease; provided, however, if an interruption or suspension in service is due to Landlord's negligence or willful misconduct, then, as Tenant's sole and exclusive remedy, Base Rent shall be abated, commencing on the expiration of three (3) consecutive business days that any such services have been interrupted, through the date on which such service is restored to the extent that Tenant may substantially resume its operations.

Any repairs or services within the Premises (which may include, at Landlord's option, without limitation, janitorial, dumpster, mechanical, electrical, plumbing, pest control, Building standard light bulbs and their change-out, carpet cleaning, etc.) not provided pursuant to Sections 8 or 31 that are handled by the Landlord on behalf of the Tenant, if requested by Tenant or due to Tenant's failure to handle such repairs or services within a timely manner after notice to Tenant by Landlord, including repairs or replacements to the HVAC system servicing the Premises (the "HVAC System"), to the extent same are the responsibility of Tenant, will be billed back to the Tenant for the total cost of repairs or services plus a fifteen percent (15%) administrative surcharge.

(c) *TENANT*. Except as otherwise expressly required of Landlord, Tenant shall, at Tenant's expense, keep and maintain the Premises, including but not limited to all entry doors, damage to entry doors occasioned by theft or vandalism, furnishings, lighting, trade fixtures, above-ground plumbing and conduits beginning at the point of entry into the Premises, windows, glass and plate glass, doors, interior walls and finish work, floor surfaces and floor coverings, sprinkler and fire protection systems (which shall be in good working order as of the Commencement Date and in compliance with all Applicable Laws), and routine maintenance and repairs of the HVAC System (together with replacement of the HVAC System exclusively

servicing the Premises and installed by Tenant), in good and sanitary condition and repair and in compliance with all Applicable Laws. Tenant shall permit no waste, except normal wear and tear. Tenant shall also be responsible for arranging janitorial services for the Premises and the cost thereof. Tenant shall promptly notify Landlord, in writing, of any known defective condition which Landlord is required to repair, and failure to so report such known defects in a commercially reasonable time and manner shall make Tenant responsible to Landlord for any increased liability incurred by Landlord by reason of such failure to report the known defective condition.

Any contractor selected by Tenant in connection with the performance of Tenant's obligations under this Section in or about the Premises or the Building shall require prior written approval of the Landlord which approval shall not be unreasonably withheld, conditioned or delayed, such approval shall require, at a minimum, Landlord's receipt of a Certificate of General Liability Insurance adding the Agent and the Landlord as additionally insured, proof that the contractor is duly licensed and permitted in the municipality where the Premises is located, to the extent such licensing and permitting is required by such municipality, acknowledgment and agreement by the contractor that all work shall be done with good workmanship and in accordance with current building codes and ordinances, and with agreement to adhere to any other reasonable standards imposed by Landlord for the protection and preservation of the Building and Premises.

9. INDEMNIFICATION:

Tenant hereby agrees to indemnify and hold Landlord and its agents, directors, officers, managers, members, partners, and employees harmless against and from and against all injuries, expenses, damages, liabilities or claims, imposed by any person whomsoever on or incurred by Landlord or its agents, directors, officers, managers, members, partners, and employees for any (i) accident or incident occurring within the Premises; (ii) for any damage to the Premises; (iii) for personal injury, bodily injury, death, or property damage of any other tenant of the Building or of any other person in or about the Building, (iv) for damage to the Building, Common Areas, or parking facilities; or (v) for any administrative or criminal action by a governmental authority, with respect to (iii) – (v) only to the extent such injury, expense, damage, liability, action, or claim results from (a) Tenant's particular manner of use of the Building, the Common Areas, and parking facilities, (b) any Event of Default, or (c) any negligent or otherwise wrongful act or omission of Tenant or of its agents, employees, visitors, invitees, or licensees (except, with respect to (i) – (v) above, to the extent caused by Landlord's or Landlord's employees', agents' or contractors' negligence or willful misconduct). Tenant further agrees to reimburse Landlord and its agents and employees for any and all costs or expenses, including, but not limited to, court costs and reasonable attorneys' fees, which Landlord and its agents and employees may incur in investigating, handling or litigating any such matter. The obligations of Tenant under this paragraph shall survive the expiration or early termination of this Lease.

or injury to Tenant's employees, agents, visitors, invitees and licensees in or upon the Premises, Building and parking facilities, and Tenant hereby waives all claims with respect thereto, from any cause whatsoever, against Landlord, except claims for personal injury or property damage which are caused by the negligence or intentional misconduct of Landlord or its agents or employees.

Neither party shall be liable to the other for any unauthorized or criminal entry of third parties into the Premises, Building, parking facilities and the approaches, entrances, streets,

sidewalks or corridors thereto, or by or from any unauthorized or criminal acts of third parties, regardless of any breakdown, malfunction or insufficiency of any security measures, practices or equipment provided by Landlord or Tenant, except to the extent due to such party's gross negligence or willful misconduct or failure to comply with its obligations under this Lease. Tenant shall promptly notify Landlord in writing of any breakdown or malfunction of any security measures, practices or equipment provided by Landlord as to which Tenant has knowledge. Landlord shall not be liable to Tenant for interference with the light or other hereditament intangible, real, or mixed property or for any damage therefrom to Tenant or Tenant's property from any cause beyond Landlord's reasonable control. Each of Landlord and Tenant hereby agrees that, in no event, shall either party be liable for any special, indirect, consequential or punitive damages or losses, including injury to such party's business or any loss of income therefrom, nor shall Landlord be liable to Tenant for any damages caused by the act or neglect of any other tenant in the Building. The provisions of this paragraph shall survive the termination of this Lease with respect to any claim, damage, injury or death occurring prior to such termination.

10.DAMAGE TO PREMISES:

(a) If the Premises are damaged by fire or other casualty, the same shall be repaired or rebuilt as reasonably practical under the circumstances to at least a condition equivalent to that existing as of the date of this Lease , with reasonable and diligent dispatch, at the expense of the Landlord (subject to the rights of Landlord's lender and subparagraph (b) and (c) below), unless this Lease is terminated as provided in this Article 10, and during the period required for restoration, a just and proportionate part of the Rent shall be abated until the Premises are repaired or rebuilt.

(b) If the Premises are **(i)** damaged to such an extent that repairs cannot, in Landlord's judgment, be completed within one hundred eighty (180) days after the date of the casualty or **(ii)** damaged or destroyed as a result of a risk which is not insured under standard special form/all-risk insurance policies, or **(iii)** damaged or destroyed during the last twenty-four (24) months of the Term, or if the Building is damaged in whole or in part (whether or not the Premises are damaged), to such an extent that the Building cannot, in Landlord's reasonable judgment, be operated economically as an integral unit, then and in such event Landlord may at its option terminate this Lease by notice in writing to the Tenant within thirty (30) days after the date of such occurrence. If the Premises are damaged to such an extent that repairs cannot, in Landlord's judgment, be completed within one hundred eighty (180) days after the date of the casualty or if the Premises are substantially damaged during the last twenty-four (24) months of the Lease Term, then in either such event Tenant may elect to terminate this Lease by notice in writing to Landlord within thirty (30) days after the later of (i) the date of such occurrence and (ii) the date on which Landlord notifies Tenant in writing of the estimated time required to complete the necessary repairs, provided that within thirty (30) days after the date of such fire or other casualty, Landlord shall deliver to Tenant a statement from a reputable contractor, construction manager, architect or engineer, reasonably selected by Landlord, that sets forth such contractor's, construction manager's, architect's or engineer's good faith estimate as to when Landlord's restoration will be substantially complete. In addition, Tenant may terminate this Lease, by notice to Landlord, if Landlord's restoration has not been substantially completed within one hundred eighty (180) days after the date of the casualty and substantial completion of such restoration cannot be reasonably accomplished within sixty (60) days thereafter. Unless Landlord or Tenant

elects to terminate this Lease as hereinabove provided, this Lease will remain in full force and effect and Landlord shall repair such damage at its expense to the extent required in this Article.

(c) If Landlord shall elect or be obligated pursuant to subparagraph (a) above to repair or rebuild because of any damage or destruction, Landlord's obligation shall be limited to the original Building and shall not extend to any leasehold improvements made by or for Tenant to the Premises, or any furniture, equipment, supplies or other personal property owned or leased by Tenant, its employees, contractors, invitees or licensees. If the cost of performing such repairs and restoration exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, or if Landlord's mortgagee or the lessor under a ground or underlying lease shall require that any insurance proceeds from a casualty loss be paid to it, Landlord may terminate this Lease unless Tenant, within thirty (30) days after demand therefor, deposits with Landlord a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available to Landlord for such purpose.

(d) If Landlord shall elect or be obligated pursuant to subparagraph (a) above to repair or rebuild because of any damage or destruction, Tenant shall, upon the completion of the Landlord's repair or restoration work to the Premises, as reasonably as practical under the circumstances, at Tenant's sole cost and expense, repair and rebuild all of the leasehold improvements made to the Premises by the Tenant prior to the date of such damage or destruction.

(e) In no event shall Landlord be liable for any loss or damage sustained by Tenant by reason of casualties mentioned hereinabove or any other accidental casualty.

11.INSURANCE:

mage sustained by Tenant to its Premises, including wall, floor, and ceiling coverings, and any contents, goods and inventory and all other real or personal property in or on the Premises by reason of fire, theft, or casualty (including water damage due to roof, door, or window leaks). Tenant, at its own expense, shall maintain the insurance coverage described below. All coverage shall be primary and non-contributory over any insurance the Landlord may elect to provide on its behalf.

At the commencement of the Lease, and upon renewal of such insurance coverage, Tenant shall deliver to the Landlord an original certificate of required insurance coverage from the insurer including Landlord and Landlord's lender, if any, as additional insured and providing a minimum of thirty (30) days' prior written notice of cancellation. All policies of insurance required to be carried by Tenant under this Section shall be in form reasonably satisfactory to Landlord, shall be issued by responsible insurance companies which are licensed to do business in the State of Alabama, have an AM Best's rating of at least "A-" and have been reasonably approved by Landlord.

Workers' Compensation. Tenant shall maintain Workers' Compensation insurance to comply with all State and/or Federal laws that may be applicable. Tenants Workers' Compensation policy shall have employer's liability limits of at least $1,000,000.

(ii) Commercial General Liability. Tenant shall maintain a Comprehensive General Liability policy. Such policies shall include the Landlord as additional insured via blanket additional insured endorsement where required by written contract in a form acceptable to Landlord, and, if applicable, shall include a cross-liability endorsement.

Property Insurance. Tenant shall maintain a standard "all risk" property insurance policy on all personal property and tenant owned improvements and betterments for not less than 100% of the replacement cost of such. The Tenant "all risk" property policy shall have a commercially reasonable deductible.

(iv) Plate Glass. Tenant shall assume all responsibility for all Plate Glass on the Premises. Tenant may elect to self-insure this exposure.

(v) Minimum Limits. The minimum limits of liability acceptable are:
$1,000,000 per occurrence and $2,000,000 aggregate.

(vi) Liquor Liability. If the Tenant engages in the serving or sale of alcoholic beverages, Tenant shall carry Liquor Liability coverage in the amount of $1,000,000 or more per occurrence.

(vii) Automobile Liability. Tenant shall maintain an auto liability insurance policy covering the Tenant's owned, non-owned and hired vehicles, including uninsured motorist where required by statute. In the event there are automobiles owned by or operated in conjunction with the Premises, automobile liability, including bodily injury and property damage, and, at Tenant's option, physical damage insurance, comprehensive and collision, covering said automobiles to value. Any auto policy carried by Tenant shall have at least a $1,000,000 Combined Single Limit.

Notwithstanding any provision of this Lease to the contrary, Tenant and Landlord shall each include in all policies of insurance covering the Premises, the Building and contents therein, a waiver by the insurer of all right of subrogation against the other party in connection with any loss or damage thereby insured against.

In the event that either Tenant or Landlord sustains a loss by fire or other casualty or cause and such loss is caused in whole, or in part, by acts or omissions (including negligence) of the other party or such other party's agents, employees or servants, then the party sustaining the loss agrees, to the extent that the party sustaining such loss is compensated for such loss by insurance (or would have been compensated for such loss by insurance if such party had maintained the insurance required to be maintained by it herein, to waive all rights of recovery against the other party and such other party's agents, employees and servants, and no third party shall have any right of recovery, by way of subrogation or assignment or otherwise and all such rights shall be waived by such other parties, including the insurance companies that issue such party's insurance policies.

It is acknowledged and understood by the parties hereto that such insurance for fire and extended coverage as Landlord elects to purchase shall be for the sole benefit of the Landlord, and that such insurance shall not cover Tenant's personal property, trade fixtures, records and files,

leasehold improvements, or any other appurtenances, and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace same.

12.DEFAULT:

Each of the following acts or omissions of Tenant or occurrences shall constitute an **"Event of Default"**:

(a) Failure or refusal by Tenant to pay Rent on the date due, and such failure continues for five (5) business days after Tenant's receipt of written notice thereof (provided, however, Landlord shall not be required to give Tenant more than two (2) written notices per calendar year, and thereafter Tenant shall be entitled to five (5) business days' grace period following the date on which Rent is due, but without notice, for the remainder of such calendar year); or

(b) Failure or refusal by Tenant to comply with the obligations of Tenant set forth in Article 7 (Assignment) of this Lease; or

(c) Failure or refusal by Tenant to perform or observe timely any other covenant, duty or obligation of Tenant under this Lease and the continuance of such failure beyond the expiration of thirty (30) days following Tenant's receipt of written notice of such default; provided, however, if such Event of Default is of a type which cannot reasonably be cured within such thirty (30) day period, Tenant shall have a reasonable time thereafter to cure such Event of Default so long as Tenant has commenced such cure within such thirty (30) days and is diligently prosecuting such cure to completion; or

(d) Intentionally omitted; or

(e) The entry of a decree or order for relief by a court having jurisdiction over Tenant or any guarantor of Tenant's obligations hereunder in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or any guarantor of Tenant's obligations hereunder or for substantially all of either of such parties' property, or ordering the winding-up or liquidation of either of such parties' affairs, which is not dismissed within ninety (90) days after filing; or

(f) The commencement by Tenant or any guarantor of Tenant's obligations hereunder of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by either of said parties to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of substantially all of the property of Tenant or any guarantor of Tenant's obligations hereunder, or to the taking possession of such property by any such functionary or the making of any assignment for the benefit of creditors by either Tenant or any guarantor of Tenant's obligations hereunder, or Tenant, being adjudicated insolvent.

If and whenever any Event of Default shall occur, after such notice, if any, as is provided herein, Landlord may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following:

(a) Landlord may terminate this Lease by giving notice of termination required by applicable law, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the expiration date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

(b) With or without having terminated the Lease, enter upon and take possession of the Premises by legal proceedings and expel or remove Tenant and any other occupant therefrom, and remove all property left at the Premises to a warehouse or elsewhere, at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss, damage or damages which may be occasioned thereby, provided that Landlord exercises commercially reasonable care.

(c) Following legal proceedings and prior notice to Tenant, alter locks and other security devices at the Premises.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance by Landlord of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. To the extent of any inconsistency between this Lease and any statutory or common law, it is the agreement of the parties that this Lease shall prevail. No alteration of locks or other security devices except following legal proceedings and prior notice to Tenant and no removal or other exercise of dominion by Landlord over the property of Tenant or others left at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion following legal proceedings over Tenant's property left at the Premises. All claims for damages by reason of any legally maintained re-entry and/or repossession proceedings and/or alteration of locks or other security devices following legal proceedings and prior notice to Tenant are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestrator proceedings or other legal process, provided that Landlord exercises commercially reasonable care. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings and Landlord shall not thereafter be liable in trespass, provided that Landlord exercises commercially reasonable care.

Notwithstanding any provision to the contrary contained herein, upon the occurrence of an Event of Default in the payment of Rent, Landlord shall not be obligated to give any notice (written or oral) to vacate the Premises prior to Landlord’s instituting legal proceedings, Tenant hereby

agreeing that such proceedings may be instituted by Landlord at any time an Event of Default in payment of Rent remains uncured, but Tenant is not waiving any notices to vacate and/or demand for possession required under statutory or common law.

If Tenant should fail to make any payment or to cure any other default hereunder within the time herein permitted, and after the expiration of any applicable notice or cure period, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose, upon reasonable notice to Tenant), and thereupon Tenant shall be obligated to pay, and hereby agrees to pay Landlord, upon written demand, together with invoices, all actual and reasonable costs, expenses and disbursements incurred by Landlord in taking such remedial action.

In the event of termination of this Lease or of Tenant's right to possession of the Premises or repossession of the Premises for an Event of Default, Landlord shall not have any obligation to relet or to attempt to relet the Premises, or any portion thereof, or to collect rental after reletting (if any); but Landlord shall have the option to relet or to attempt to relet and in the event of reletting Landlord may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose.

In addition to the foregoing, in the event Landlord elects to terminate this Lease upon an occurrence of an Event of Default, then (except as otherwise provided in the succeeding paragraph) Tenant shall be liable for and shall pay to Landlord upon demand, at Landlord’s address as set forth in Article 22 hereof, the sum of all Rent and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the present value (computed as of the date of any such termination using a discount factor equal to four percent (4%) per annum) of (i) seventy-five percent (75%) of (x) the total Rent (using such sums, if any, for the year of such termination as the basis for determining the amount thereof which would have been due each year hereafter for the remaining portion of the Term had it not been terminated) and (y) all such rent and other charges being computed for the remaining portion of the Term hereof (had such Term not been terminated by Landlord prior to the date of expiration hereof), and (ii) plus Landlord's estimated reasonable and customary expenses in connection with Landlord’s recovery of possession, and reletting, including, without limitation, reasonable brokerage commissions, reasonable legal fees, retro-fitting of the Premises and the like, less (iii) any sums thereafter received by Landlord through reletting the Premises during such period.

Notwithstanding anything above to the contrary, Landlord shall use commercially reasonable efforts to relet the Premises, or portions thereof, to mitigate any damages resulting from an Event of Default by Tenant; provided; however, that Tenant acknowledges that in order to reasonably mitigate damages Landlord shall not be obligated **(i)** to lease the Premises prior to any other space available for lease in the Building at such time; or **(ii)** to lease the Premises for a use, which in Landlord’s sole discretion, is incompatible with the then tenant mix of the Building or for below market rents.

In the event Landlord elects to terminate this Lease by reason of an Event of Default, in lieu of exercising the rights of Landlord under the preceding paragraph, or in the event Landlord

elects to terminate Tenant's right to possession of the Premises without terminating this Lease, Landlord may hold Tenant liable for all Rent and other indebtedness accrued to the date of such termination, plus such Rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination of the Term (or Tenant's right to possession of the Premises, as the case may be) measured from the date of such termination by Landlord until the date which would have been the date of expiration of the Term (had Landlord not elected to terminate the Lease or Tenant's right to possession on account of such Event of Default) diminished by any net sums thereafter received by Landlord through reletting the Premises during such period (after deducting expenses incurred by Landlord as provided in the succeeding paragraph). Actions to collect amounts due by Tenant provided for in this paragraph may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period and in no event shall Tenant be entitled to any excess of rent (or rent plus other sums) obtained by reletting over and above the Rent herein reserved. If the Premises, or any part thereof, are relet together with other space in the Building, then the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this paragraph.

Upon the occurrence of an Event of Default, Tenant shall also be liable for and shall pay to Landlord at Landlord’s address as set forth in Article 22 hereof, in addition to any sum provided to be paid above, broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises, the costs of removing and storing Tenant's or other occupant's property left at the Premises, the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorneys’ fees as provided below.

In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have a reasonable period, but in no event less than thirty (30) days, in which to commence to cure any such default. Unless and until Landlord fails so to commence to cure any default after such notice or having so commenced thereafter fails to exercise reasonable diligence to complete such curing, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as independent covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Property and not thereafter.

Except as expressly set forth in this Lease, irrespective of which party is the prevailing party, neither Landlord nor Tenant shall be entitled to any attorneys' fees incurred in connection with the institution of any action or proceeding in court to enforce any provision hereof or any action or proceeding for damages by reason of any alleged breach or default of any provision of this Lease or any action or proceeding for a declaration of either party's rights or obligations hereunder or any action or proceeding for any other judicial remedy, at law or in equity. In the event, however, that Landlord institutes any action or proceeding to enforce payment of a monetary sum due hereunder and is the prevailing party in such action then, in such event, Tenant

will pay to Landlord all reasonable costs incurred by Landlord in attempting to collect such sum, including reasonable attorneys' fees.

13.NO WAIVER:

No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver by such party of any other condition or covenant of this Lease. All rights, remedies, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law.

14.PERSONAL PROPERTY:

All personal property in the Premises shall be and remain at Tenant's risk, and Landlord shall not be liable for any damages to, or loss of, such personal property arising from acts of negligence of any other persons, except for the act or omission or negligence of Landlord or its employees, agents, or contractors.

15.LAWS; RULES AND REGULATIONS:

(a) Except to the extent that such compliance is the obligation of Landlord pursuant to this Lease, Tenant shall conform to and observe all present and future laws, ordinances, regulations, rules, and any directions of any Federal, State, County, regional or municipal governments or quasi-governmental agencies having jurisdiction (collectively, "Applicable Laws"), whether the same are in force at the commencement of the Term or may in the future be passed, enacted, or directed, applicable to the Premises during the Term of this Lease, which shall impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. Tenant shall not be obligated to perform structural Alterations, replacements or repairs to the Premises or any Alterations to portions of the Building systems that are not located within or exclusively serving the Premises to comply with Applicable Laws, except to the extent (a) such Alteration, replacement or repair is required as a result of construction performed by Tenant or (ii) Tenant's particular manner of use of the Premises (as opposed to the mere use of the Premises for the Permitted Use) or (iii) by reason of Tenant's breach of its obligations under this Lease. Landlord, at its expense, shall comply with all Applicable Laws applicable to the Premises that would require the making of structural Alterations, replacements or repairs that are not the obligation of Tenant as aforesaid, as well as all repairs, replacements or modifications of the sprinkler and fire protection systems required by Applicable Laws, and all Applicable Laws applicable to the Common Areas, facilities and systems of the Building with which Tenant is not obligated to comply, to the extent necessary to (i) maintain, renew or update the certificate of occupancy so that the Premises can lawfully be used [for the Permitted Use], or (ii) to comply with any Applicable Laws to the Common Areas to the extent that failure to comply would adversely impact the Premises or Tenant's use of the Premises for the Permitted Use.

(b) The present rules and regulations in regard to the Building are attached hereto as ***Exhibit "B"*** and made a part hereof as though fully set out herein. Landlord reserves the right to change these rules and regulations, as modified or supplemented from time to time by the Landlord, Landlord hereby agreeing that any such changes made by Landlord shall be reasonable and non-discriminatory with respect to the other tenants and occupants of the Building and shall not reduce Tenant's rights under this Lease beyond a de minimis extent; provided, however, that

in case of any conflict or inconsistency between the provisions of this Lease and any of the rules and regulations, the provisions of this Lease shall control. Tenant shall faithfully observe and perform such rules and regulations, and the Tenant shall further be responsible for the compliance with such rules and regulations by the Tenant's employees, its invitees, agents, servants or visitors.

16.ENTIRE AGREEMENT:

This Lease and all exhibits and attachments hereto, if any, constitute the entire agreement between the parties hereto and all previous negotiations leading thereto, and this Lease may be modified only by an agreement in writing, signed by Landlord and Tenant. No surrender of the Premises or of the remainder of the Term of the Lease shall be valid unless expressly accepted, in writing, by the Landlord.

17.TIME OF ESSENCE:

It is understood and agreed between the parties hereto that time is of the essence with respect to all of the terms and provisions of this Lease.

18.CONDEMNATION:

(a) If Landlord receives notice of the intention of any authority to appropriate, take or condemn any portion of the Premises or the Building for public or quasi-public use under any right of eminent domain, condemnation or other law (collectively, "Taking"), Landlord shall promptly notify Tenant thereof. If the whole of the Premises shall be subject to a Taking, or if such Taking relates to a portion of the Premises that as a result thereof, in Tenant's judgment, the balance cannot be used for the Permitted Use and with substantially the same utility to Tenant as immediately prior to such Taking, then in either of such events, this Lease shall terminate upon delivery of possession to the condemning authority, and Rent shall be prorated and adjusted as of such date, and any award, compensation or damages (hereinafter sometimes called the "award") shall be paid to and be the sole property of Landlord whether the award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the Building or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such award. Notwithstanding the foregoing, Tenant shall have the right to recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant, including the right to file a claim for and receive compensation for moving expenses, Tenant's alterations and non-movable fixtures and costs or loss of Tenant in removing Tenant's equipment and inventory, but not for the value of the leasehold ("Tenant's Award"). Tenant shall continue to pay Rent until the Term is terminated.

(b) If only a part of the Premises shall be subject to a Taking, but the balance of the Premises, in Tenant's judgment, can still be used for the Permitted Use and with substantially the same utility to Tenant as immediately prior to such Taking, then this Lease shall not terminate and Landlord, at its expense, shall repair and restore the Premises and all improvements thereon the remaining parts of the Building directly affecting the Premises, with reasonable diligence, so as to constitute a complete and tenantable Premises, except that Landlord shall not hereby be required to expend for repair and restoration any sum in excess of the award, provided that in the event of the failure of Landlord to so repair and restore the Premises and all improvements thereon to a complete and tenantable Premises Tenant shall have the right to terminate this Lease. Any portion

of the award which has not been expended by Landlord for such repairing or restoration shall be retained by Landlord as Landlord's sole property. Base Rent and Additional Rent shall be equitably abated following delivery of partial possession to the condemning body. In addition, Base Rent and Additional Rent shall be abated during any period in which the business operations in the Premises are ceased for Landlord's restoration. Notwithstanding the foregoing if fifty percent (50%) or more of the Building or the Premises shall be so taken or condemned, then either Landlord or Tenant shall have the right to terminate this Lease by giving written notice to the other party within sixty (60) days after such taking. In such event, the award shall be paid to or be the sole property of Landlord. Notwithstanding the foregoing, Tenant shall have the right to recover from the condemning authority, but not from Landlord, Tenant's Award.

(c) If the temporary use or occupancy shall be lawfully taken by condemnation or in any other manner for any public or quasi-public use or purpose during the Term, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award for such taking which represents compensation for the use and occupancy of the Premises and, if so awarded, for the taking of Tenant's property and for moving expenses, and Landlord shall be entitled to receive that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall be and remain unaffected by such taking, except Base Rent and Additional Rent shall be abated during the period of such temporary taking.

19.DELIVERY OF POSSESSION AFTER TERMINATION; HOLDOVER:

Tenant agrees to surrender to Landlord, at the end of the Term of this Lease and/or upon any cancellation or termination of this Lease, said Premises in broom-clean condition, and in and in good order, condition and repair, ordinary wear and tear and damage by casualty or condemnation excepted, with Tenant's trade fixtures, equipment and other personal property removed. Tenant shall deliver all keys for the Premises to Landlord and inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Notwithstanding the foregoing, Tenant shall not remove any machinery or trade fixtures that were furnished or paid for by Landlord (except if replaced by Tenant). If Tenant shall fail to remove its trade fixtures or other property, as provided herein, such property shall be deemed abandoned by Tenant and, at the option of Landlord, shall become the property of Landlord or removed and disposed of by Landlord at Tenant's expense. Tenant shall repair any damage caused by the installation and/or removal of any property described herein. Notwithstanding the foregoing, Tenant shall not be required to remove or restore any alterations performed by Tenant other than Specialty Alterations.

If Tenant shall remain in possession of all or any part of the Premises after the expiration or termination of the Term of this Lease, with the written consent of Landlord, then Tenant shall be deemed a month-to-month tenant of the Premises and the Lease may then be cancelable by Landlord upon giving at least thirty (30) days prior notice to Tenant prior to the beginning of the next month, upon which the Lease shall terminate and Tenant shall vacate on or before the last day of the month it received notice. Tenant agrees to pay for the use and occupation for the Premises during this month-to-month period 150% of the last Base Rent paid by Tenant during the Lease Term, plus 100% of the Additional Rent and all other charges and expenses due under the Lease.

If Tenant shall remain in possession of all or any part of the Premises for more than one hundred twenty (120) days after the expiration or termination of this Lease without the consent of Landlord, Tenant shall be deemed to be a tenant at sufferance and shall be liable to Landlord for

all damages, direct and/or consequential, or as otherwise provided by law which Landlord may suffer on account of Tenant's failure or refusal to so surrender possession of the Premises.

If, during the period commencing six (6) months prior to the Expiration Date, Tenant requests Landlord to give Tenant notice as to whether or not Landlord has entered into a new lease or other binding commitment for any portion of the Premises for a period following the expiration or earlier termination of the Term, Landlord shall so notify Tenant (to the extent Landlord is not prohibited or restricted from doing so because of a confidentiality or non-disclosure agreement), within ten (10) days after receipt of such request from Tenant.

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to the termination thereof.

20.TENANT SIGNS:

Except upon Landlord's written approval and the approval of any applicable local governing municipal body, no sign, advertisement or notice of Tenant's business ("Tenant's Signage") shall be painted or fixed or placed on any part of the outside of the Premises or outside of the Building and/or real property on which the Premises are located, provided that the use of Tenant's logo set forth on Exhibit "J" is hereby approved on any Tenant's signage. Tenant's Signage and its installation shall be at the sole cost and expense of Tenant. Landlord shall place next to the door of the Premises and the directory board in the lobby of the Building or floor (if any), the name of Tenant and one or more names of persons affiliated with Tenant. In addition, Landlord shall install Building standard wayfinding signage in the Building lobby and in the Common Areas identifying Tenant.

21.ENTRY BY LANDLORD:

Landlord and its agents, employees and independent contractors may enter the Premises at reasonable hours upon prior written notice (but not less than one (1) Business Day) to: **(a)** inspect the same, **(b)** exhibit the same to prospective purchasers, lenders or, during the last twelve (12) months of the Term, tenants, **(c)** determine whether Tenant is complying with all of Tenant's obligations hereunder, **(d)** supply janitorial service and any other services to be provided by Landlord to Tenant hereunder, if any, **(e)** post notices of non-responsibility, and **(f)** make repairs required of Landlord under the terms hereof or, to the extent necessary, repairs to any adjoining space or utility service or make repairs, alterations or improvements to any other portion of the Building, provided, however, that all such work shall be done as promptly as possible and so as to cause as little interference with Tenant as reasonably possible and damage to the Premises and Tenant's property, which may include scheduling such access after business hours. Landlord acknowledges that it is necessary for Tenant to control access to the Premises in order to protect its privacy and security. Accordingly, unless in the case of an emergency endangering property or personal injury, and after using reasonable efforts to contact Tenant, while on the Premises, Landlord and its representatives, at Tenant's option, shall be accompanied by a representative of Tenant and shall comply with reasonable directions of such representative. Landlord shall

promptly repair any damage caused by Landlord or Landlord's agents in the Premises during such entry.

Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes, labs and similar areas designated in writing by Tenant in advance or clearly designated as restricted or limited access); Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency endangering property or personal injury in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord of any said means, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof, except for any negligence or willful misconduct of Landlord or any agent or contractor of Landlord in connection with any such entry under this Section 21.

22.NOTICES:

Any notice, demand, request or other instrument which may be, or is required to be given under this Lease, shall be in writing and delivered by hand or by overnight courier service, or sent by United States Registered or Certified Mail, adequate postage prepaid, if for Landlord to it at:

SLOSS REAL ESTATE COMPANY, INC.
1130 22nd Street South, Suite 3500
Birmingham, Alabama 35205
Attention: Chief Operating Officer
Telephone Number: (205) 802-2100

or if for Tenant, to it at:

IN8BIO, INC.
Empire State Building
350 Fifth Avenue, Suite 5330
New York, New York 10118
Attention: Mr. William Ho and Dr. Kate Rochlin
Telephone Number: (646) 933-5605
Email: LegalNotifications@in8bio.com

With a copy to:

Seyfarth Shaw LLP
620 Eighth Avenue
New York, New York 10018-1405
Attn: Michael J. Waters, Esq.

Either party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Tenant as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided. A post office receipt for registration of such notice or signed return receipt shall be conclusive that such notice was delivered in due course of mail if mailed as provided above. For purposes of the calculation of various time periods referred to herein, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above, notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of **(i)** actual receipt as indicated on the signed return receipt, or **(ii)** three (3) business days after posting as herein provided, and notice sent by overnight courier service shall be deemed received on the date which is one (1) business day after accepted by the overnight courier service for delivery. Finally, any written notice addressed as provided hereinabove and actually received by the addressee (or if delivery is refused), shall constitute sufficient notice for all purposes under this Lease.

23.LEASE SUBORDINATE TO MORTGAGES (SNDA):

This Lease is and shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Premises and the Property and (b) any mortgage, deed to secure debt or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of (x) the Property; (y) any ground leases or underlying leases for the benefit of the Property; and (z) all or any portion of Landlord's interest or estate in any of said items; provided that Tenant's right of possession of the Premises shall not be disturbed so long as Tenant is not subject to an Event of Default hereunder.

Tenant shall execute and deliver within ten (10) business days of Landlord's request and in the form reasonably requested by Landlord (or its lender) any documents evidencing the subordination of this Lease, provided such document(s) shall also provide for the non-disturbance of Tenant. Tenant hereby covenants that Tenant shall attorn to any successor to Landlord.

On or before the Commencement Date, Landlord, Tenant and the current mortgagee of the Property shall execute a Non-Disturbance Agreement on such mortgagee's current form in favor of Tenant, provided that such form must be reasonably satisfactory to Tenant. Provided that Tenant shall have received a commercially reasonable Non-Disturbance Agreement from a future mortgagee or future superior lessor, if a mortgagee or superior lessor shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("Successor Landlord"), Tenant shall attorn to and recognize Successor Landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are and shall be applicable after such attornment. For purposes of this Lease, a "Non-Disturbance Agreement" shall mean a subordination, attornment and non-disturbance agreement consistent with the terms of this Lease duly executed and acknowledged by the holder of a mortgage or a ground lease or underlying lease, as the case may be, and by Tenant, and in recordable form, in which, inter alia, Tenant agrees to subordinate its interests under this Lease to such mortgage or a ground lease or underlying lease and such mortgagee or superior lessor agrees not to terminate this Lease so long as Tenant is not in default

under said Non-Disturbance Agreement or this Lease beyond applicable notice and cure periods. Tenant, with Landlord's consent, shall have the right to record any Non-Disturbance Agreement in the applicable recording office.

24.ESTOPPEL CERTIFICATES BY TENANT:

Tenant shall from time to time, within ten (10) business days' written notice from Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, attaching the instruments of modification), the dates to which the Rent and other charges have been paid, whether or not, to the best of Tenant's knowledge, Landlord is in default hereunder (and, if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to the paragraph may be relied upon by a prospective purchaser of the Landlord's interest in the Building or by any mortgagee pursuant to any mortgage of Landlord's interest or assigns of any mortgage upon Landlord's interest in the Building. Tenant's failure to execute such certificate or statement within ten (10) business days after written request shall, following a second written notice from Landlord and an additional ten (10) business day period following Landlord's second written notice s, constitute an immediate default by Tenant hereunder, without the requirement of any additional grace period or a cure period (Landlord shall deliver to Tenant written notice of Landlord's exercise of said option).

Landlord, within ten (10) business days' written notice from Tenant, execute, acknowledge and deliver to Tenant a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, attaching the instruments of modification), the dates to which the Rent and other charges have been paid, whether or not, to the best of Landlord's knowledge, Tenant is in default hereunder (and, if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to the paragraph may be relied upon by a prospective purchaser of the Tenant's business or by any lender of Tenant.

25.LANDLORD'S EXCULPATORY CLAUSE:

Notwithstanding anything to the contrary provided in this Lease or by law, it is specifically agreed and understood between the parties hereto that there shall be absolutely no personal liability on the part of the Landlord, any of its employees or any of its respective heirs, executors, administrators, personal representatives, successors, assignees, shareholders, partners, members, managers, officers, agents, nominees or designees, with respect to any of the terms, covenants, and conditions of this Lease, and Tenant or any other party claiming by, through or under the Tenant shall look solely to the interests of the Landlord in the Property and the proceeds thereof, as its respective interest may appear, for the collection of any claim, demand, cost, expense, judgment or other judicial process requiring the payment of money for any default or breach by Landlord, and no other real, personal, or mixed property of such persons or entities shall be subject to levy, execution or other judicial process for the satisfaction of any such claim of Tenant.

26.SUCCESSORS AND ASSIGNS; LANDLORD'S AGENT:

This Lease and all covenants, obligations, and conditions hereof shall inure to the benefit of and shall be binding upon Landlord, and Landlord's successors and assigns. This Lease and all its covenants, obligations, and conditions shall also inure to the

benefit and be binding upon Tenant and Tenant's heirs, executors, administrators, successors, and permitted assigns.

Agent is authorized to act as Landlord's agent in connection with the performance of this Lease, and Tenant shall be entitled to rely upon correspondence and notices received from Agent. Tenant acknowledges that Agent is acting solely as agent for Landlord in connection with this Lease and neither Agent nor any of its partners, members, managers, officers, directors, shareholders, employees, agents or representatives shall have any liability to Tenant in connection with the performance of this Lease, and Tenant waives any and all claims against any and all of such parties arising out of, or in any way connected with, this Lease or the Building.

27.HAZARDOUS SUBSTANCES:

Landlord shall be responsible for the removal of any Hazardous Substances present in the Premises as of the Commencement Date, and Tenant shall receive a day-for-day extension of the Rent Commencement Date to the extent that Tenant's Work is delayed as a result of the presence of such Hazardous Substances or the remediation thereof. Landlord, its contractors, agents and employees, shall not introduce, generate, place, hold, store, or use Hazardous Substances to be used, transported, stored, released, handled, produced or installed in, on or from the Premises or outside the Premises, except cleaning products, solvents and other chemicals customarily used in maintaining a commercial property.

Tenant, its contractors, agents and employees shall not introduce, generate, place, hold, store, or use any Hazardous Substance or Medical Waste in the Premises, the Building or the Property of which the Premises are a part, except in such amounts as are necessary or desirable for the Permitted Use, including any cleaning products, solvents and other chemicals customarily used in office and lab properties,, provided that Tenant has obtained all required approvals, permits, and licenses from all local, state, and federal authorities, and shall comply with all laws and regulations relating to and/or regulating such substances and all other health and/or safety laws and regulations in the operation of its business from the Premises (the "Tenant's Liability"). Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all actual costs, claims, suits, causes of action, demands, losses, liabilities, penalties, injury or damage (including, without limitation, reasonable attorney's fees at all trial and appellate levels, whether or not suit is brought) arising directly from or out of, or in any way connected with: **(a)** the Tenant's Liability, **(b)** the presence or release of any "Hazardous Substance" or "Medical Waste" (as each of these terms is defined in any applicable federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous, toxic or dangerous substances or medical waste) in the Building, in and on the Property of which the Building and the Premises are a part, and in, on or within the Premises to the extent attributable to Tenant, its contractors, agents and employees; and **(c)** the violation of any environmental law, regulation, ordinance or administrative or judicial order relating to any Hazardous Substance or Medical Waste occurring within the Premises and/or to the extent attributable to Tenant, its contractors, agents and employees, and such indemnity shall survive the expiration or earlier termination of this Lease.

28.SALE OF BUILDING:

Landlord shall have the right to sell, assign, transfer or otherwise alienate its interest in the Building. Upon such sale, assignment, transfer or alienation, the Tenant shall be bound to the new owner to the same extent as it was bound to Landlord. At the time of any such sale, and the transfer of any security deposit under this Lease to the new owner, Landlord hereunder shall be entirely freed and discharged of any further obligation or responsibility under this Lease.

29.SAVINGS CLAUSE:

If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30.INTENTIONALLY OMITTED:

31.OPERATING COSTS:

Landlord and Tenant agree that the Base Rent set out in Article 3 is the minimum rental to be paid by Tenant. Base Rent includes the Operating Costs (as defined below) for calendar year 2023 (the "Base Year") which are estimated to be $8.15 per rentable square foot exclusive of Tenant's direct occupancy costs. Landlord will charge Tenant, and Tenant agrees to pay, as additional rental ("Additional Rent"), Tenant's Share (as defined at the end of this Article 31) of the increase in Operating Costs (as defined below) over the Operating Costs of the Base Year, as determined during the Term with respect to each calendar year commencing on January 1 and ending the next following December 31 ("Calendar Year") following the Base Year (each, an "Increase").

For the purposes of this Lease, "Operating Costs" shall include the following expenses, costs and disbursements of every kind and nature, relating to or incurred or paid in connection with owning, managing, marketing, maintaining, landscaping, repairing, and operating the Building, the parking areas, the Common Areas and the grounds of which the Premises are a part (but exclusive of the Premises itself unless otherwise provided herein) and the personal property used in conjunction therewith, except for any expenses in maintaining, repairing or operating the Premises paid by Tenant directly or otherwise pursuant to the express provisions of this Lease, such expenses, costs and disbursements being in addition to other expenses and charges provided elsewhere in this Lease and include but are not limited to the following: all services provided by Landlord for the Premises; ad valorem taxes (or other governmental taxes or levies on the rents, the Building and the Property); electricity, natural gas, water (including for the Premises), sewer and all other utilities including power for heating, lighting, air conditioning and ventilating; repair, maintenance and replacement of the ventilation, heating and air conditioning system(s) ("HVAC") which do not exclusively serve one tenant in the Building; payments made under any maintenance and service contracts for the HVAC, the Building and the equipment used in connection therewith;

window cleaning; janitorial services for Common Areas; trash, debris and garbage removal and disposal; exterminating and pest control (for the exterior of the Building); snow and ice removal; garage and parking lot operators; elevator maintenance; waste recycling service for Common Areas; landscaping maintenance and customary landscaping replacement; restriping and repairing the parking areas; insurance, including but not limited to fire, extended coverage, liability, workers' compensation, elevator and any other insurance carried in good faith by the Landlord and applicable to the Property; painting; uniforms; customary property management fees; supplies; sundries; sales or use taxes on supplies or services; costs of all supplies, tools, equipment, materials and replacements used in the operation, management, repair, maintenance and access control of the Property; repairing and maintaining utility lines which do not exclusively serve one tenant in the Building; providing Property identification signs; periodic repainting of exterior walls of the Building (including steam cleaning or sandblasting thereof or other graffiti-removal procedures); repairing and maintaining overhead canopies at the Building; repairing and maintaining sprinklers and sprinkler-risers serving the Premises and the Building of which the Premises are a part, but which do not exclusively serve one tenant in the Building; repairing and maintaining sidewalks; wages and salaries (whether direct or indirect as reasonably allocated by Landlord) of all persons engaged in the management, operation and maintenance of the Building and so-called fringe benefits, or any other cost or expenses which the Landlord pays or incurs to provide benefits for employees so engaged in the management, operation and maintenance of the Building; the charges of any independent contractor who under contract with the Landlord or Agent does any of the work of operating or maintaining the Building; the costs and expenses incurred by Landlord in connection with the maintenance, operation and repair of any common facilities, including roadways, private driveways, plaza areas, walkways, utility lines, pipes, wires, cables and other utility facilities, retention facilities, storm and sanitary sewers, culverts, drains, headwalls, manholes and related equipment, parking, grounds and landscaping, and shared hallways, lobbies, corridors, elevators, entrances and exits, restrooms and stairways, now or servicing the Property and the Premises (and not exclusively another tenant); legal and accounting expenses, including but not limited to such expenses as relate to seeking or obtaining reductions in and refunds of real estate taxes, or any other expense or charge, whether or not hereinbefore mentioned, which in accordance with generally accepted accounting and management principles would be considered as an expense of maintaining, operating, or repairing the Building. If any Building expense, though paid in one year, relates to more than one calendar year, at the option of the Landlord such expense may be proportionately allocated among such related calendar years.

"Operating Costs" shall not include the items set forth on Exhibit "I" attached hereto.

If the Building is not fully occupied during any given Calendar Year, the Operating Costs shall be equitably adjusted, so that such of those expenses as constitute variable rather than fixed costs (as determined in accordance with sound accounting practices and principles) shall be adjusted to reflect vacancies in the Building by projecting such variable costs as though the Building were fully occupied throughout such Calendar Year; provided, however, that in no event shall Landlord, by reason of any such adjustment, be entitled to receive more than 100% of the actual Operating Costs.

With respect to the first Calendar Year falling in whole or in part within the Term, Tenant shall pay to Landlord one-twelfth (1/12) of Landlord's good faith estimate of the increase for the

immediately following Calendar Year of the Operating Costs over the Operating Costs for the Base Year as Additional Rent on a monthly basis in advance on the first day of each month, which Increase shall then be reconciled between Landlord and Tenant at the end of the year. The actual amount of the Increase payable with respect to the portion of the Term following the Base Year shall be an amount equal to the product obtained by multiplying the Tenant's Share by the increase in Operating Costs for the Calendar Year or partial Calendar Year in question over the Operating Costs for the Base Year. As soon as practicable after the close of each Calendar Year, but in no event later than March 31 of the following Calendar Year, Landlord shall deliver to Tenant a statement of the Additional Rent for the immediately preceding Calendar Year ("Operating Costs Statement"), setting forth in reasonable detail the Operating Costs for such Calendar Year and the calculation of the Additional Rent due as a result thereof. If such Operating Costs Statement shows an amount owing by Tenant that is less that the total of the payments actually made by the Tenant for the immediately preceding Calendar Year, Tenant shall be credited for such excess against the next monthly payment(s) of Rent. If such Operating Costs Statement shows an amount owing by the Tenant that is more than the payments actually made by the Tenant for the immediately preceding Calendar Year, Tenant shall pay the deficiency to Landlord within thirty (30) days after delivery of the Operating Costs Statement. Notwithstanding the foregoing, any operating costs properly and reasonably attributable to the Premises shall be added to Tenant's Additional Rent without regard to Tenant's Share.

On or before December 31 of each Calendar Year during the Lease Term, or as soon thereafter as practicable, Landlord shall give Tenant written notice of its reasonable estimate of the Increase for the next ensuing Calendar Year, with good faith calculations of the estimated increase for the next ensuing Calendar Year of the Operating Costs over the Operating Costs for the Base Year. Commencing January 1 of the next year, Tenant shall pay to Landlord one-twelfth (1/12) of such estimated Increase Rent on a monthly basis in advance on the first day of each month. If notice of Landlord's estimate of the Increase is not given prior to December 31 during the next Calendar Year, Tenant shall continue to pay the monthly payment based on the Increase computed for the previous Calendar Year until the month after such notice is given.

Landlord's failure during the Term to make a demand for the payment of Operating Costs within two (2) years of the expiration of the Calendar Year in question shall be deemed a waiver by Landlord of Landlord's right to collect any of the foregoing items of Additional Rent which may have become due during the Term.

Each Operating Costs Statement shall be conclusive and binding upon Tenant, unless within six (6) months after receipt of such Operating Costs Statement, Tenant shall notify Landlord that it disputes the correctness of Operating Costs Statement, specifying the particular respects in which Operating Costs Statement is claimed to be incorrect. Pending the determination of such dispute, Tenant shall pay Additional Rent in accordance with the applicable Operating Costs Statement, without prejudice to Tenant's position. If such dispute is ultimately determined in Tenant's favor, Landlord shall promptly upon such determination pay to Tenant any amounts so overpaid by Tenant or, at Landlord's election, credit such excess against subsequent payments under this Section 6.03. In connection with the foregoing, Tenant shall have the right to inspect and/or audit Landlord's books and records relating to Operating Costs, provided (i) notice is given to Landlord within one year after such Operating Costs Statement is sent, (ii) such audit is

completed within 60 days after it has commenced, and (iii) such audit shall be conducted by an employee of Tenant or Tenant's accountant who is not being compensated on a contingency basis. The party conducting such audit shall execute and deliver to Landlord a confidentiality agreement in reasonable form, containing customary and industry-standard exceptions and carveouts. If Tenant's inspection and/or audit reflects an overpayment of more than five percent (5%) (but at least $5,000), Landlord shall, in addition to refunding such overpayment, reimburse Tenant for the reasonable out-of-pocket cost of such inspection and/or audit. The obligations to make any payments under this Section 6.03 for the last year of the Term shall be appropriately adjusted.

Tenant's Share, as that term is used in this paragraph, shall be 15.13%, subject to adjustment in the event of any change in the rentable square feet in the Building. Tenant's Share is determined by dividing the number of rentable square feet in the Premises by the number of rentable square feet in the Building, which Landlord represents is 53,656 rentable square feet as of the Effective Date.

32.ALTERATIONS; LANDLORD AND TENANT IMPROVEMENTS *(See Exhibit D)*:

All future alterations, additions, or improvements in or to the Premises by or on behalf of Tenant (collectively, "Alterations") shall require the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, in the form provided as ***Exhibit "E-2"*** herein, except that Landlord's consent shall not be required for any nonstructural Alteration entirely within the Premises that is entirely decorative in nature (i.e., carpeting, painting or other wall covering, window treatments, tiling, finishes, doors, shelving, vanities, cabinetry, countertops, light fixtures and appliances, installation or removal of furniture, fixtures and equipment and hanging pictures), and does not require the approval of any governmental authority. Notwithstanding Landlord's consent to such future improvements, or the performance of improvements by a contractor approved by or affiliated with Landlord, Tenant acknowledges and agrees that all improvements performed by or on behalf of Tenant shall be conducted in a good and workmanlike manner, using new or like-new materials, and in compliance with all Applicable Laws, and at Tenant's risk and at Tenant's sole cost and expense. Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, with respect to any third-party contractor Tenant desires to engage for the performance of any Alterations requiring Landlord's consent. Tenant's contractors shall be licensed in the State of Alabama, bonded (if such contractor's work will exceed $25,000 in cost), and insured in accordance with standard industry practices and to be approved by Landlord prior to the commencement of any Alterations, in its reasonable discretion. All Alterations, except only office furniture and equipment, modular installations, lab equipment and fixtures, and other additions which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the expiration of this Lease. Landlord reserves the right to require Tenant to remove only such improvements or additions at the termination hereof which constitute Specialty Alterations by providing written notice of such removal at the time such Specialty Alterations are installed. Landlord may, at its election, to the extent not performed by Tenant, repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, alterations, improvements and installations, and all reasonable costs for such repairs shall be at Tenant's expense. The term "Specialty Alterations" shall mean alterations

that (i) perforate a floor slab in the Premises, (ii) require the reinforcement of a floor slab in the Premises, (iii) consist of the installation of a raised flooring system, (iv) consist of the installation of a vault or other similar device or system that is intended to secure the Premises or a portion thereof in a manner that exceeds the level of security that a reasonable person uses for ordinary office space, (v) involve material plumbing connections (such as kitchens and executive bathrooms outside of the Building core), (vi) consist of the installation or removal of any mezzanine or platform or (vi) consist of the installation of any vertical transportation system.

33.TENANT SPECIAL EVENTS, SERVICES, & CIRCUMSTANCES; TRADEMARKS:

Any special events conducted or hosted by Tenant or special services provided in connection with Tenant's use or occupancy of the Premises (including but not limited to activities outside of the ordinary conduct of Tenant's normal trade or business, use of extraordinary building services or utilities, or use of building areas outside of the Premises) shall be subject to Landlord's prior approval, not to be unreasonably withheld, conditioned or delayed. Tenant shall bear the additional cost of any such special events or services associated therewith, including payment of a reasonable special event fee to Agent and execution of an indemnification agreement (in reasonable form prepared by Landlord) with Landlord related to such event.

34.BUILDING HOURS; TENANT HOURS OF OPERATION:

Tenant will have access to and may operate within the Premises twenty-four (24) hours a day, seven (7) days a week. Landlord shall provide access through the Building lobby by means of a card key or keypad system which shall be in good working order as of the Commencement Date and which shall be maintained by Landlord at its sole cost and expense.

35.INTENTIONALLY DELETED:

36. FORCE MAJEURE:

In the event of strike, lockout, labor trouble, civil commotion, Act of God, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or any other cause beyond a party's control (collectively "Force Majeure") resulting in the Landlord's inability to supply the services or perform the other obligations required of Landlord hereunder, this Lease shall not terminate and Tenant's obligation to pay Rent and all other charges and sums due and payable by Tenant shall not be affected or excused and Landlord shall not be considered to be in default under this Lease. If, as a result of Force Majeure, Tenant is delayed in performing any of its obligations under this Lease, other than Tenant's obligation to pay Rent and all other charges and sums payable by Tenant hereunder, Tenant's performance shall be excused for a period equal to such delay and Tenant shall not during such period be considered to be in default under this Lease with respect to the obligation, performance of which has thus been delayed.

37.SEVERABILITY:

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

38.HEADINGS:

The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease.

39.GOVERNING LAW:

The laws of the State of Alabama shall govern the validity, performance and enforcement of this Lease.

40.COMPLETED DOCUMENT:

The submission of this Lease for examination by Tenant does not constitute an offer or option to lease the Premises and it is not intended as a reservation of the Premises for the benefit of Tenant. On the contrary, it is expressly understood that this Lease shall not be effective or binding upon the parties until it is fully and properly executed by Tenant and Landlord and delivered to all parties.

41.MOLD AND MILDEW.

It is agreed and understood that mold, mildew, fungi, mycotoxins, and microbiological organisms (collectively, "Mold") are present essentially everywhere. Tenant acknowledges and understands that Mold can grow in any location, including within the Premises. Landlord places the burden on Tenant to properly prevent moisture in the Premises through good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, beneath cabinets and around outside walls) for Mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that Tenant has not observed Mold or moisture within the Premises. Tenant agrees to immediately report to the Landlord in writing: (1) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage, or other common area; (2) any evidence of Mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; and (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises. Landlord shall not be responsible for damages arising from or related to the presence of Mold and associated conditions, and Tenant hereby waives all rights to damages and subrogation of damages from Landlord except to the extent due to Landlord's gross negligence or willful misconduct or failure to comply with its obligations under this Lease. Tenant shall indemnify Landlord and hold Landlord harmless from actual damages, including all cases of personal injury or property damage, caused by the presence of Mold and/or water or moisture in the Premises or in other portions of the Building damages are caused by or otherwise related to Tenant's negligence in: (i) the creation of, failure to prevent, or failure to address any Mold or excessive moisture or water and the sources of same by Tenant, (ii) the failure to properly

maintain, replace, and monitor the Premises, or (iii) the failure to promptly take appropriate corrective measures, make appropriate repairs or replacements, and minimize any damage caused by water, moisture, or Mold (including, without limitation, failure to promptly notify and engage the help of appropriate professionals or experts).

42. BROKERS.

Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. Landlord warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, other than Agent ("Landlord's Broker"). Landlord shall be responsible for paying a commission to Landlord's Broker. If Tenant has dealt with any person or real estate broker with respect to leasing or renting space in the Building, other than Landlord's Broker, Tenant shall be solely responsible for the payment of any fee due said person or firm and Tenant shall hold Landlord free and harmless against any liability in respect thereto, including attorneys' fees and costs. If Landlord has dealt with any person or real estate broker with respect to leasing or renting space in the Building to Tenant, Landlord shall be solely responsible for the payment of any fee due said person or firm and Landlord shall hold Tenant free and harmless against any liability in respect thereto, including attorneys' fees and costs.

43. ACCEPTANCE AGREEMENT.

Following the Commencement Date, the Landlord shall deliver to Tenant an Acceptance Agreement, in a form substantially similar to that attached as **EXHIBIT "H"**, confirming, among other things, the Commencement Date, Rent Commencement Date, and expiration date of the Term of the Lease; and (ii) that Tenant has accepted the Premises; provided, however, the failure of Landlord to provide such Acceptance Agreement shall not defer the Commencement Date or Rent Commencement Date, or otherwise invalidate this Lease. Tenant's failure to execute and return the Acceptance Agreement to Landlord within forty-five (45) days of receipt thereof from Landlord shall be deemed Tenant's agreement to the contents of such document in the form prepared by Landlord and submitted to Tenant.

44. COMMON AREAS.

Landlord shall not take or permit any of the following actions without Tenant's prior written consent in any manner that would interfere with the Tenant's use of or access to the Premises: (a) close or alter any portion of the entranceways, hallways, stairways, exits, elevators or other accessways to and from the Premises, except for short term closures for maintenance or emergencies, or (b) close or alter or change the location of, or eliminate or reduce any portion of the Common Areas adjacent to the Premises, except for short term closures for maintenance or emergencies.

FURTHER TERMS AND CONDITIONS OF THIS LEASE, IF ANY, ARE ATTACHED AS *EXHIBIT "C"* AND MADE A PART HEREOF. IN THE EVENT OF A CONFLICT BETWEEN PROVISION HEREOF AND THOSE SET FORTH IN *EXHIBIT "C"*, THE PROVISIONS OF *EXHIBIT "C"* SHALL CONTROL.

DONE AND EXECUTED as of the 16th day of March, 2024.

WITNESS(ES):

LANDLORD:

Sloss Martin Biscuit, Ltd.

By: Sloss Real Estate Company, Inc., its Agent

By: /s/ R. Scott Pulliam
Name: R. Scott Pulliam
Its: President

Landlord's Notice Address:
c/o Sloss Real Estate Company, Inc.
1130 22nd Street South,
Suite 3500
Birmingham, Alabama 35205

TENANT:

In8bio, Inc.

By: /s/ William Ho
Name: William Ho
Its: Chief Executive Officer

By: /s/ Kate Rochlin
Name: Kate Rochlin
Its: Chief Operating Officer

Tenant's Notice Address:
Empire State Building
350 Fifth Avenue, Suite 5330
New York, New York 10118

EXHIBIT "C"

FURTHER TERMS AND CONDITIONS

1. Beneficial Occupancy: Tenant shall have the right to access the Premises prior to the Commencement Date for installation of Tenant performed improvements, telecommunications, cabling and wiring, furniture and other equipment delivery and assembly, taking measurements, visual inspections, taking photography and the creation of digital floor plans, to paint, apply wallpaper and floorcoverings, and to complete any other task necessary to prepare the Premises for the Permitted Use, so long as such activity does not cause Landlord any additional cost or delay in the delivery of the Premises.

2. Extension Option. Provided Tenant has not assigned or subleased all or any portion of the Premises (except for a Permitted Transfer), and no Event of Default then exists, Tenant shall have the right, at its option, to extend the Term of this Lease for one (1) additional five (5) year period (the "Extension Period") upon the same terms, covenants and conditions set forth in the Lease, except Base Rent shall increase annually by three percent (3%) per annum on November 1, 2029 and on each anniversary of such date thereafter through the Extension Period, as more specifically set forth in the table below, and any terms, covenants, or conditions hereof that are expressly or by their nature inapplicable to the Extension Period shall not apply during such Extension Period. For purposes hereof, the initial Term and the Extension Period, if exercised, shall collectively be referred to as the "Term." In order to exercise its extension option, Tenant shall be required to give written notice of its intention to extend at least one hundred twenty (120) days prior to the expiration of the initial Term. Tenant's failure to deliver timely written notice as required above shall cause the extension option to lapse and be of no further force and effect.

Lease Period	Base Rental Per SF	Annual Rental	Monthly Rental
April 1, 2029 – October 31, 2029	$26.66	$216,372.56	$18,031.05
November 1, 2029 – October 31, 2030	$27.46	$222,865.36	$18,572.11
November 1, 2030 – October 31, 2031	$28.29	$229,601.64	$19,133.47
November 1, 2031 – October 31, 2032	$29.14	$236,500.24	$19,708.35
November 1, 2032 – October 31, 2033	$30.01	$243,561.16	$20,296.76

November 1, 2033 – March 31, 2034	$30.91	$250,867.99	$20,905.67

SECOND AMENDMENT TO LEASE AGREEMENT
(Suite 230)

This Second Amendment to Lease Agreement (this "**Amendment**") is made and entered into as of March 16, 2024, by and between **SLOSS MARTIN BISCUIT, LTD.** ("**SMB**"), by and through its authorized agent, **SLOSS REAL ESTATE COMPANY, INC.** ("**Agent**, and together with SMB, the "**Landlord**"), and **IN8BIO, INC.**, ("**Tenant**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Lease (defined below).

Background

A. Landlord and Tenant entered into that certain Lease Agreement dated as of November 17, 2020 (the "**Original Lease**"), as amended by that certain Amendment to the Lease Agreement dated February 4, 2022 (the "**First Amendment**", and together with the Original Lease, the "**Lease**") whereby Landlord leased to Tenant that certain Premises located in the Martin Biscuit Building located at 2901 2nd Avenue South, Suite 230, Birmingham, Alabama 35233, which Premises are more particularly described in the Lease.

B. Landlord and Tenant are agreeing to amend the Lease in accordance with this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease as follows:

Amendment

1. **Recitals; Capitalized Terms**. The foregoing recitals are true and correct and are incorporated herein by reference. All capitalized terms not specifically defined herein shall have the same meaning as set forth in the Lease.

2. **Lease Term**.

a. New Term. As of March 15, 2024 (the "**New Term Commencement Date**"), the Term of the Lease shall be amended to commence upon the New Term Commencement Date and end on March 31, 2029 (such revised term shall herein be referred to as the "**New Term**"), upon the same terms, covenants as set forth in the Lease, except as expressly set forth in this Amendment. Landlord and Tenant acknowledge and agree that all of the terms, conditions, obligations, and rights of each party as set forth in the Lease shall continue in full force and effect from the Effective Date through the New Term Commencement Date.

b. Extension Term. Provided Tenant has not assigned or subleased all or any portion of the Premises (except for a Permitted Transfer), and no Event of Default then exists, Tenant shall have the right, at its option, to extend the New Term for one (1) additional five (5) year period (the "**New Extension Period**") upon the same terms, covenants and as set forth in the Lease, except as expressly set forth in this Amendment. For purposes hereof and for any future amendments to the Lease, the New Term and the New Extension Period, if exercised, shall collectively be referred to as the "**Term**." In

order to exercise its extension option, Tenant shall be required to give written notice to Landlord of its intention to extend at least one hundred twenty (120) days prior to the expiration of the New Term. Tenant's failure to deliver timely written notice as required above shall cause the extension option to lapse and be of no further force and effect. The parties acknowledge and agree that this option to extend shall supersede the option to renew the Lease term provided in Section 2(a) of the Lease.

3. **Base Rent**. Base Rent for the New Term (as it may be extended into the New Extension Period) shall be paid in accordance with the provisions of the Lease and pursuant to the schedule below, unless or until the Lease is terminated, in the following amounts:

Suite 230 – 4,336 Square Feet			
New Term	**Base Rental Per SF**	**Annual Rental**	**Monthly Rental**
March 15, 2024 – October 31, 2024	$25.13	$108,963.68	$9,080.31
November 1, 2024 – October 31, 2025	$25.88	$112,215.68	$9,351.31
November 1, 2025 – October 31, 2026	$26.66	$115,597.76	$9,633.15
November 1, 2026 – October 31, 2027	$27.46	$119,066.56	$9,922.21
November 1, 2027 – October 31, 2028	$28.29	$122,665.44	$10,222.12
November 1, 2028 – March 31, 2029	$29.14	$126,351.01	$10,529.25

Notwithstanding the foregoing, Tenant shall owe no Rent to Landlord for the month of February, 2026.

If Tenant exercises its option to extend the New Term into the New Extension Period, Base Rent shall be paid in accordance with the provisions of the Lease and pursuant to the schedule below:

New Extension Period	**Base Rental Per SF**	**Annual Rental**	**Monthly Rental**
April 1, 2029 – October 31, 2029	$29.14	$126,351.01	$10,529.25
November 1, 2029 – October 31, 2030	$30.01	$130,123.36	$10,843.61

November 1, 2030 – October 31, 2031	$30.91	$134,025.76	$11,168.81
November 1, 2031 – October 31, 2032	$31.84	$138,058.24	$11,504.85
November 1, 2032 – October 31, 2033	$32.79	$142,177.44	$11,848.12
November 1, 2033 – March 31, 2034	$33.77	$146,426.72	$12,202.23

4. **Notices**. Section 22 of the Lease is modified by deleting Tenant's notice address therefrom and inserting the following in lieu thereof:

IN8BIO, INC.
Empire State Building
350 Fifth Avenue, Suite 5330
New York, New York 10118
Attention: Mr. William Ho and Dr. Kate Rochlin
Telephone Number: (646) 933-5605
Email: LegalNotifications@in8bio.com

With a copy to:

Seyfarth Shaw LLP
620 Eighth Avenue
New York, New York 10018-1405
Attn: Michael J. Waters, Esq.

5. **Brokers or Finders**. Tenant represents and warrants to Landlord that it has engaged no broker or finder and that no claims for brokerage commissions or finders' fees will arise by or through Tenant in connection with this Amendment, and Tenant agrees to indemnify, defend and hold Landlord harmless from any liability or expense (including attorneys' fees) arising from any such claims asserted against Landlord by any party. Landlord represents and warrants to Tenant that it has engaged no broker or finder and that no claims for brokerage commissions or finders' fees will arise by or through in connection with this Amendment, and Landlord agrees to indemnify, defend and hold Tenant harmless from any liability or expense (including attorneys' fees) arising from any such claims asserted against Tenant by any party.

6. **Ratification**. Landlord and Tenant confirm and ratify all of the terms of the Lease, as amended by this Amendment. Except as amended by this Amendment, the Lease shall remain in full force and effect and binding upon Landlord and Tenant in accordance with its terms throughout the New Term. In the event the terms and provisions of the Lease conflict with the

terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

7. **Entire Agreement**. This Amendment embodies the entire agreement and understanding of the parties hereto as to the subject matter contained herein. This Amendment shall not be modified, changed, terminated, amended, superseded, waived or extended except by a written instrument executed by the parties hereto.

8. **Miscellaneous**. Landlord and Tenant agree to execute and deliver such additional documentation and take such actions as may be reasonably necessary to evidence and effectuate the agreement of the parties set forth in this Amendment. This Amendment may be executed in multiple counterparts (including by electronic signature), each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

9. **Effective Date**. The effective date shall be the date by which the last of the parties hereto executes this Amendment (the "**Effective Date**").

**** * * Signatures on following page * * ****

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Executed to be effective as of the Effective Date.

LANDLORD:

SLOSS MARTIN BISCUIT, LTD.

By: **Sloss Real Estate Company, Inc.**, its Agent

By: /s/ R. Scott Pulliam
Name: R. Scott Pulliam
Title: President

TENANT:

IN8BIO, INC.

By: /s/ William Ho
Name: William Ho
Title: Chief Executive Officer

By: /s/ Kate Rochlin
Name: Kate Rochlin
Title: Chief Operating Officer

SECOND AMENDMENT TO LEASE AGREEMENT
(Suite 270)

This Second Amendment to Lease Agreement (this "**Amendment**") is made and entered into as of March 16, 2024, by and between **SLOSS MARTIN BISCUIT, LTD.** ("**SMB**"), by and through its authorized agent, **SLOSS REAL ESTATE COMPANY, INC.** ("**Agent**, and together with SMB, the "**Landlord**"), and **IN8BIO, INC.** ("**Tenant**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Lease (defined below).

Background

A. Landlord and Tenant entered into that certain Lease Agreement dated as of November 17, 2020 (the "**Original Lease**"), as amended by that certain Amendment to the Lease Agreement dated February 4, 2022 (the "**First Amendment**", and together with the Original Lease, the "**Lease**") whereby Landlord leased to Tenant that certain Premises located in the Martin Biscuit Building located at 2901 2nd Avenue South, Suite 270, Birmingham, Alabama 35233, which Premises are more particularly described in the Lease.

B. Landlord and Tenant are agreeing to amend the Lease in accordance with this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease as follows:

Amendment

1. **Recitals; Capitalized Terms**. The foregoing recitals are true and correct and are incorporated herein by reference. All capitalized terms not specifically defined herein shall have the same meaning as set forth in the Lease.

2. **Lease Term**.

a. New Term. As of March 15, 2024 (the "**New Term Commencement Date**"), the Term of the Lease shall be amended to commence upon the New Term Commencement Date and end on March 31, 2029 (such revised term shall herein be referred to as the "**New Term**"), upon the same terms, covenants as set forth in the Lease, except as expressly set forth in this Amendment. Landlord and Tenant acknowledge and agree that all of the terms, conditions, obligations, and rights of each party as set forth in the Lease shall continue in full force and effect from the Effective Date through the New Term Commencement Date.

b. Extension Term. Provided Tenant has not assigned or subleased all or any portion of the Premises (except for a Permitted Transfer), and no Event of Default then exists, Tenant shall have the right, at its option, to extend the New Term for one (1) additional five (5) year period (the "**New Extension Period**") upon the same terms, covenants as set forth in the Lease, except as expressly set forth in this Amendment. For purposes hereof and for any future amendments to the Lease, the New Term and the New Extension Period, if exercised, shall collectively be referred to as the "**Term**." In order to

exercise its extension option, Tenant shall be required to give written notice to Landlord of its intention to extend at least one hundred twenty (120) days prior to the expiration of the New Term. Tenant's failure to deliver timely written notice as required above shall cause the extension option to lapse and be of no further force and effect. The parties acknowledge and agree that this option to extend shall supersede the option to renew the Lease term provided in Section 2(a) of the Lease.

3. **Base Rent**. Base Rent for the New Term (as it may be extended into the New Extension Period) shall be paid in accordance with the provisions of the Lease and pursuant to the schedule below, unless or until the Lease is terminated, in the following amounts:

Suite 270 – 6,103 Square Feet			
New Term	**Base Rental Per SF**	**Annual Rental**	**Monthly Rental**
March 15, 2024 – October 31, 2024	$19.67	$120,046.01	$10,003.83
November 1, 2024 – October 31, 2025	$20.26	$123,646.78	$10,303.90
November 1, 2025 – October 31, 2026	$20.87	$127,369.61	$10,614.13
November 1, 2026 – October 31, 2027	$21.49	$131,153.47	$10,929.46
November 1, 2027 – October 31, 2028	$22.14	$135,120.42	$11,260.04
November 1, 2028 – March 31, 2029	$22.80	$139,148.40	$11,595.70

Notwithstanding the foregoing, Tenant shall owe no Rent to Landlord for the month of February, 2026.

If Tenant exercises its option to extend the New Term into the New Extension Period, Base Rent shall be paid in accordance with the provisions of the Lease and pursuant to the schedule below:

New Extension Period	**Base Rental Per SF**	**Annual Rental**	**Monthly Rental**
April 1, 2029 – October 31, 2029	$22.80	$139,148.40	$11,595.70
November 1, 2029 – October 31, 2030	$23.49	$143,359.47	$11,946.62

November 1, 2030 – October 31, 2031	$24.19	$147,631.57	$12,302.63
November 1, 2031 – October 31, 2032	$24.92	$152,086.76	$12,673.90
November 1, 2032 – October 31, 2033	$25.66	$156,602.98	$13,050.25
November 1, 2033 – March 31, 2034	$26.43	$161,302.29	$13,441.86

4. **Notices**. Section 22 of the Lease is modified by deleting Tenant's notice address therefrom and inserting the following in lieu thereof:

IN8BIO, INC.
Empire State Building
350 Fifth Avenue, Suite 5330
New York, New York 10118
Attention: Mr. William Ho and Dr. Kate Rochlin
Telephone Number: (646) 933-5605
Email: LegalNotifications@in8bio.com

With a copy to:

Seyfarth Shaw LLP
620 Eighth Avenue
New York, New York 10018-1405
Attn: Michael J. Waters, Esq.

5. **Brokers or Finders**. Tenant represents and warrants to Landlord that it has engaged no broker or finder and that no claims for brokerage commissions or finders' fees will arise by or through Tenant in connection with this Amendment, and Tenant agrees to indemnify, defend and hold Landlord harmless from any liability or expense (including attorneys' fees) arising from any such claims asserted against Landlord by any party. Landlord represents and warrants to Tenant that it has engaged no broker or finder and that no claims for brokerage commissions or finders' fees will arise by or through in connection with this Amendment, and Landlord agrees to indemnify, defend and hold Tenant harmless from any liability or expense (including attorneys' fees) arising from any such claims asserted against Tenant by any party.

6. **Ratification**. Landlord and Tenant confirm and ratify all of the terms of the Lease, as amended by this Amendment. Except as amended by this Amendment, the Lease shall remain in full force and effect and binding upon Landlord and Tenant in accordance with its terms throughout the New Term. In the event the terms and provisions of the Lease conflict with the

terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

7. **Entire Agreement**. This Amendment embodies the entire agreement and understanding of the parties hereto as to the subject matter contained herein. This Amendment shall not be modified, changed, terminated, amended, superseded, waived or extended except by a written instrument executed by the parties hereto.

8. **Miscellaneous**. Landlord and Tenant agree to execute and deliver such additional documentation and take such actions as may be reasonably necessary to evidence and effectuate the agreement of the parties set forth in this Amendment. This Amendment may be executed in multiple counterparts (including by electronic signature), each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

9. **Effective Date**. The effective date shall be the date by which the last of the parties hereto executes this Amendment (the "**Effective Date**").

**** * * Signatures on following page * * ****

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Executed to be effective as of the Effective Date.

LANDLORD:

SLOSS MARTIN BISCUIT, LTD.

By: **Sloss Real Estate Company, Inc.**, its Agent

By: /s/ R. Scott Pulliam
Name: R. Scott Pulliam
Title: President

TENANT:

IN8BIO, INC.

By: /s/ William Ho
Name: William Ho
Title: Chief Executive Officer

By: /s/ Kate Rochlin
Name: Kate Rochlin
Title: Chief Operating Officer

IN8BIO, INC.

NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

Each member of the Board of Directors (the "***Board***") of IN8bio, Inc. (the "***Company***") who is not also serving as an employee of the Company or any of its subsidiaries (each such member, an "***Non-Employee Director***") will be eligible to receive the compensation described in this Non-Employee Director Compensation Policy (this "***Policy***") for his or her Board service. Unless otherwise defined herein, capitalized terms used in this Policy will have the meaning given to such terms in the Company's 2020 Equity Incentive Plan or any successor equity incentive plan (the "***Plan***").

This Policy may be amended at any time in the sole discretion of the Board or the Compensation Committee of the Board.

I. Annual Cash Compensation

Each Non-Employee Director will be entitled to receive the following annual cash retainers for service on the Board:

Annual Board Service Retainer:

- All Non-Employee Directors: $40,000
- Non-Executive Chairperson *(additional retainer)*: $65,000

Annual Committee Member Service Retainer:

- Member of the Audit Committee: $10,000
- Member of the Science and Technology Committee: $7,500
- Member of the Compensation Committee: $5,000
- Member of the Nominating and Corporate Governance Committee: $4,000

Annual Committee Chair Service Retainer *(in lieu of Committee Member Service Retainer)*:

- Chairperson of the Audit Committee: $25,000
- Chairperson of the Science and Technology Committee: $22,500
- Chairperson of the Compensation Committee: $15,000
- Chairperson of the Nominating and Corporate Governance Committee: $12,000

The annual cash retainers set forth above will be payable in equal quarterly installments, payable in arrears on the last day of each fiscal quarter (each such date, a "***Retainer Accrual Date***") in which the service occurred, prorated for any partial quarter of service (based on the number of days served in the applicable position divided by the total number of days in the quarter). All annual cash fees are vested upon payment.

II. Election to Receive Shares of Common Stock in Lieu of Cash Retainer

A. **Retainer Grant**. Each Non-Employee Director may elect to convert all of his or her cash compensation under Section I for the first calendar quarter that commences after December 31, 2021 and for any subsequent calendar quarter into an RSU Award (each, a "***Retainer Grant***") in accordance with this Section II(A) (such election, a "***Retainer Grant Election***"). If a Non-Employee Director timely makes a Retainer Grant Election pursuant to Section

II(B) below, then on the first business day following the applicable Retainer Accrual Date to which the Retainer Grant Election applies, and without any further action by the Board or designated committee of the Board, such Non-Employee Director automatically will be granted an RSU Award covering a number of shares of common stock equal to (a) the aggregate amount of cash compensation otherwise payable to such Non-Employee Director on the Retainer Accrual Date to which the Retainer Grant Election applies divided by (b) the closing sales price per share of the common stock on the applicable Retainer Accrual Date (or, if such date is not a business day, on the first business day thereafter), rounded down to the nearest whole share. Each Retainer Grant will be fully vested on the applicable grant date.

B. **Election Mechanics**. Each Retainer Grant Election must be submitted to the Company's Chief Financial Officer (or such other individual as the Company designates) in writing at least 20 business days in advance of the applicable Retainer Accrual Date, and subject to any other conditions specified by the Board or designated committee of the Board. A Non-Employee Director may only make a Retainer Grant Election during a period in which the Company is not in a quarterly or special blackout period and the Non-Employee Director is not aware of any material non-public information. Once a Retainer Grant Election is properly submitted, it will be in effect for the next Retainer Accrual Date and will remain in effect for successive Retainer Accrual Dates unless and until the Eligible Director revokes it in accordance with Section II(C) below. A Non-Employee Director who fails to make a timely Retainer Grant Election will not receive a Retainer Grant and instead will receive the cash compensation set forth under Section I.

C. **Revocation Mechanics**. The revocation of any Retainer Grant Election must be submitted to the Company's Chief Financial Officer (or such other individual as the Company designates) in writing at least 20 business days in advance of the applicable Retainer Accrual Date, and subject to any other conditions specified by the Board or designated committee of the Board. A Non-Employee Director may only revoke a Retainer Grant Election during a period in which the Company is not in a quarterly or special blackout period and the Non-Employee Director is not aware of any material non-public information. Once the revocation of the Retainer Grant Election is properly submitted, it will be in effect for the next Retainer Accrual Date and will remain in effect for successive Retainer Accrual Dates unless and until the Non-Employee Director makes a new Retainer Grant Election in accordance with Section (II)(B).

III. Equity Compensation

All stock options granted under this Policy will be nonstatutory stock options, with an exercise price per share equal to 100% of the Fair Market Value (as defined in the Plan) of the underlying common stock on the date of grant, and a term of 10 years from the date of grant (subject to earlier termination in connection with a termination of service as provided in the Plan), and will be automatic and nondiscretionary (without the need for any additional corporate action by the Board or designated committee of the Board) and will be made in accordance with the following provisions:

A. **Initial Grant**. On the date of such Non-Employee Director's initial election or appointment to the Board (or, if such date is not a market trading day, the first market trading day thereafter), the Non-Employee Director will be automatically, and without further action by the Board or Compensation Committee of the Board, granted a stock option to purchase a number of shares of the Company's common stock equal to 67,300 shares of the Company's common stock. The shares subject to each such stock option will

vest monthly over a three-year period, subject to the Non-Employee Director's Continuous Service (as defined in the Plan) on each vesting date.

B. **Annual Grant**. On the date of each annual stockholder meeting of the Company, each Non-Employee Director who continues to serve as a non-employee member of the Board following such stockholder meeting will be automatically, and without further action by the Board or Compensation Committee of the Board, granted a stock option to purchase 33,650 shares of the Company's common stock (the "***Annual Grant***"). The shares subject to the Annual Grant will vest in equal monthly installments over the 12 months following the date of grant, provided that the Annual Grant will in any case be fully vested on the date of Company's next annual stockholder meeting, subject to the Non-Employee Director's Continuous Service (as defined in the Plan) through such vesting date.

C. **Change in Control.** Notwithstanding the foregoing, for each Non-Employee Director who remains in Continuous Service as of, or immediately prior to, a Change in Control, the equity awards that were granted pursuant to this Policy will become fully vested immediately prior to such Change in Control.

D. **Additional Provisions**: All provisions of the Plan not inconsistent with this policy will apply to awards granted to a Non-Employee Director. Non-Employee Directors will be required to execute an award agreement in a form satisfactory to the Company prior to receipt of an Initial Grant or Annual Grant.

IV. Non-Employee Director Compensation Limit

Notwithstanding anything herein to the contrary, the cash compensation and equity compensation that each Non-Employee Director is entitled to receive under this Policy shall be subject to the limits set forth in Section 3(d) of the Plan.

V. Ability to Decline Compensation

A Non-Employee Director may decline all or any portion of his or her compensation under this Policy by giving notice to the Company prior to the date such cash is earned or such equity awards are to be granted, as the case may be.

VI. Expenses

The Company will reimburse each Non-Employee Director for ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in Board and committee meetings; provided, that the Non-Employee Director timely submits to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy, as in effect from time to time.

Approved by the Board of Directors: November 4, 2020
Effective: July 30, 2021
Amended: February 5, 2024

September 6, 2024

Via Email

Dr. Trishna Goswami

Dear Trishna:

This letter sets forth the substance of the separation agreement (the "**Agreement**") that IN8bio, Inc. (the "**Company**") is offering to you to aid in your employment transition.

1. Separation. Your last day of work with the Company and your employment termination date will be September 6, 2024 (the "**Separation Date**").

2. Accrued Compensation. In the next scheduled payroll cycle after the Separation Date, the Company will pay you all accrued salary earned through the Separation Date, subject to standard payroll deductions and withholdings. You will receive your accrued but unpaid compensation regardless of whether you sign this Agreement. Because the Company has a nonaccrual vacation policy, you do not have any accrued vacation or other paid time off and thus will not be paid out for any accrued vacation or other paid time off.

3. Severance Payment. Although the Company has no obligation to do so, if you timely sign this Agreement and comply with your obligations under it (collectively, the "**Severance Preconditions**"), the Company will pay you, as severance, the equivalent of two (2) months of your base salary in effect as of the Separation Date, subject to standard payroll deductions and withholdings. This amount will be paid in a lump sum within ten (10) business days after the Effective Date (as defined below).

4. Health Insurance. Unless you follow the procedures set forth in this section, your participation in the Company's group health insurance plan will end on the last day of the month in which the Separation Date occurs. To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense following the Separation Date. Later, you may be able to convert to an individual policy through the provider of the Company's health insurance, if you wish. You will be provided with a separate notice describing your rights and obligations under COBRA and a form for electing COBRA coverage.

5. Equity Interests. Under the terms of your stock option agreement(s) and the applicable plan documents (if any), vesting of your stock option(s) (if any) will cease as of the Separation Date. Your right to exercise any vested shares, and all other rights and obligations with

respect to your stock option(s), will be as set forth in your stock option agreement(s), grant notice(s), and applicable plan documents.

6. Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement, you have not earned and will not receive from the Company any additional compensation (including base salary, bonus, incentive compensation, or equity), severance, or benefits before or after the Separation Date, with the exception of any vested right you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account) or any vested stock options.

7. Expense Reimbursements. You agree that, within five (5) calendar days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

8. Release of Claims.

(A) Scope of Release. In exchange for the consideration provided to you under this Agreement to which you would not otherwise be entitled, you hereby generally and completely release the Company, and its affiliated, related, parent and subsidiary entities, and its and their current and former directors, officers, employees, shareholders, partners, agents, investors, administrators, attorneys, benefit plans, plan administrators, professional employer organization or co-employer, trustees, divisions, predecessors, successors, insurers, affiliates, and assigns (collectively, the "**Releasees**") from any and all claims, liabilities, demands, causes of action, and obligations, both known and unknown, arising from or in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date you sign this Agreement. This general release includes, but is not limited to: (a) all claims arising from or in any way related to your employment or relationship with the Releasees or the termination of that employment or relationship; (b) all claims related to your compensation or benefits from the Releasees, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership, equity, or profits interests in the Company; (c) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (d) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (e) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act ("**ADEA**"), the New York State Human Rights Law, the New York Executive Law, the New York Civil Practice Law and Rules, the New York Judiciary Law, the New York Corrections Law, the New York Labor Law, the New York Civil Rights Law, the New York City Administrative Code, the New York City Human Rights Law, the New York Hours of Labor Law, the New York Wage Payment Law, the New York Minimum Wage Act, the New York Whistleblower Law, and the New York Off-Duty Conduct Lawful Activities Discrimination Law.

(B) Exceptions. Notwithstanding the foregoing, you are not releasing the Releasees hereby from: (i) any obligation to indemnify you pursuant to the Articles and Bylaws of

the Company or any of the other Releasees, any valid fully executed indemnification agreement with the Company or any of the other Releasees, applicable law, or applicable directors and officers liability insurance; (ii) any claims that cannot be waived by law; or (iii) any claims for breach of this Agreement.

(c) Protected Rights. You understand that nothing in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the New York State Department of Labor, the Securities and Exchange Commission, or any other government agency, law enforcement agency, or commission ("**Government Agencies**"). You further understand this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement. Nothing in this Agreement waives any rights you may have under Section 7 of the National Labor Relations Act (subject to the release of claims set forth herein).

9. Return of Company Property. You agree that, by the Separation Date, you will return to the Company all Company documents (and all copies thereof) and other Company property in your possession or control, including, but not limited to, Company files, notes, drawings, records, plans, forecasts, reports, studies, analyses, proposals, agreements, drafts, financial and operational information, research and development information, sales and marketing information, customer lists, prospect information, pipeline reports, sales reports, personnel information, specifications, code, software, databases, computer-recorded information, tangible property and equipment (including, but not limited to, computing and electronic devices, mobile telephones, servers), credit cards, entry cards, identification badges, and keys; and any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions or embodiments thereof in whole or in part). You agree that you will make a diligent search to locate any such documents, property, and information by the close of business on the Separation Date or as soon as possible thereafter. If you have used any personally owned computer or other electronic device, server, or e-mail system to receive, store, review, prepare, or transmit any Company confidential or proprietary data, materials or information, by the Separation Date, you shall provide the Company with a computer-useable copy of such information and then permanently delete and expunge such Company confidential or proprietary information from those systems; and you agree to provide the Company access to your system as requested to verify that the necessary copying and/or deletion is completed. You agree that, as of the Separation Date, you are no longer authorized to access Company confidential information and systems, including, without limitation, Company email and software programs, and you will not attempt to access or gain entry to such information or systems. **Your compliance with this section, including your timely return of Company property, is a condition to your receipt of the severance benefits provided under this Agreement.**

10.Proprietary Information Obligations. You acknowledge and reaffirm your continuing obligations under your Employee Confidential Information and Inventions Assignment Agreement dated October 7, 2021 (the "**Confidentiality Agreement**").

11.Confidentiality. The provisions of this Agreement will be held in strictest confidence by you and will not be publicized or disclosed by you in any manner whatsoever; *provided, however,* that: (a) you may disclose this Agreement in confidence to your immediate family and to your attorneys, accountants, tax preparers and financial advisors; (b) you may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law; and (c) you may disclose this Agreement to the extent permitted by the "Protected Rights" section above or in furtherance of your rights under Section 7 of the National Labor Relations Act, if applicable. You acknowledge and agree that you have not raised any claim or allegation involving harassment, discrimination, or retaliation, that may be subject to or covered under N.Y. C.P.L.R. § 5003-b and N.Y. General Obligations Law § 5-336.

12.Non-disparagement. Except to the extent permitted by the "Protected Rights" section above, you agree to refrain from any disparaging statements about the Company or any of the other Releasees, including, without limitation, the business, products, intellectual property, financial standing, future, or employment/compensation/benefit practices of the Company or any of the other Releasees; provided that you may respond accurately and fully to any request for information if required by legal process or in connection with a governmental investigation. In addition, nothing in this provision or this Agreement prohibits or restrains you from making disclosures protected under the whistleblower provisions of federal or state law or from exercising your rights to engage in protected speech under Section 7 of the National Labor Relations Act, if applicable. You affirm that you have not disparaged the Releasees from the date you receive this Agreement through the date you sign this Agreement. You further agree that, by no later than the Effective Date, you shall delete or otherwise remove any and all disparaging public comments or statements that you made prior to the Effective Date about or relating to the Releasees, including, but not limited to, comments in online forums or on websites (including, but not limited to, Facebook, Instagram, Twitter, Glassdoor, Yelp, and LinkedIn), except those comments or statements permitted by the "Protected Rights" section. You shall direct any inquiries by potential future employers to the Company's human resources department, which shall use its best efforts to provide only your last position and dates of employment. You agree to revise and update publicly available information, including professional and social networking websites such as LinkedIn and Facebook, within one (1) week of the Separation Date to remove any indication that you are employed by the Company. **Your violation of this section shall be a material breach of this Agreement.**

13. No Voluntary Adverse Action. You agree that you will not voluntarily (except in response to legal compulsion or as permitted under the "Protected Rights" section above) assist any person in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the Company, its parent or subsidiary entities, affiliates, officers, directors, employees, or agents.

14.Cooperation. You agree to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred

during the period of your employment by the Company. Such cooperation includes, without limitation, making yourself available to the Company upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. The Company will reimburse you for reasonable out-of-pocket expenses you incur in connection with any such cooperation (excluding foregone wages) and will make reasonable efforts to accommodate your scheduling needs.

15.No Admissions. You understand and agree that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Company to you or to any other person, and that the Company makes no such admission.

16.Breach; Attorneys' Fees. You acknowledge and agree that any material breach of this Agreement, or its exhibits (if any), shall entitle the Company immediately to recover and/or cease providing the consideration provided to you under this Agreement and to obtain damages and injunctive relief, except as provided by law, provided, however, that the Company shall not recover Fifty Dollars ($50.00) of the consideration already paid pursuant to this Agreement and such amount shall serve as full and complete consideration for the promises and obligations assumed by you under this Agreement and its exhibits (if any). In addition, in the event that the Company prevails in an action to enforce or effect its rights under this Agreement or its exhibits (if any), the Company shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

17.Representations. You hereby represent that you have: been paid all compensation owed and for all hours worked; received all leave and leave benefits and protections for which you are eligible pursuant to the Family and Medical Leave Act, the New York Paid Family Leave Act, or otherwise; and not suffered any on-the-job injury for which you have not already filed a workers' compensation claim. In addition, you hereby represent that, prior to your execution of this Agreement, you have not engaged in any knowing or intentional wrongful or fraudulent conduct which resulted in, or was reasonably likely to result in, material harm to the Company, and you agree that you will not engage in such conduct following your execution of this Agreement.

18.Dispute Resolution. You and the Company agree that any and all disputes, claims, or controversies of any nature whatsoever arising from, or relating to, this Agreement or its interpretation, enforcement, breach, performance, or execution, or any of the matters herein released (collectively, "**Claims**," each a "**Claim**"), shall be resolved, pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding, and confidential arbitration at a location closest to where you last worked for the Company or another mutually agreeable location. The arbitration shall be conducted before a single neutral arbitrator by JAMS, Inc. ("**JAMS**") or its successor, under the then applicable JAMS Comprehensive Arbitration Rules and Procedures (currently available at https://www.jamsadr.com/rules-comprehensive-arbitration) ("**JAMS Rules**") and New York law. Both you and the Company opt into the Expedited Procedures under the JAMS Rules. The arbitrator shall apply substantive and procedural New York law to any dispute or claim, without reference to any conflict-of-law provisions of any jurisdiction. To the extent that the JAMS Rules conflict with New York law,

New York law shall take precedence. The parties agree that punitive damages shall not be available in arbitration. **By agreeing to this arbitration procedure, both you and the Company waive the right to have any Claim resolved through a trial by jury or judge or an administrative proceeding.** This section shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law. The arbitrator shall have sole authority for determining if a Claim is subject to arbitration, and any other procedural questions related to the dispute and bearing on the final disposition. In addition, the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. You and the Company shall each pay half the costs and expenses of the arbitration and each pay for its respective attorneys' fees and costs; provided, however, that the arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. To the extent JAMS does not collect or you otherwise do not pay to JAMS an equal share of all JAMS' arbitration fees for any reason, and the Company pays JAMS your share, you acknowledge and agree that the Company shall be entitled to recover from you half of the JAMS arbitration fees invoiced to the parties (less any amounts you paid to JAMS) in a federal or state court of competent jurisdiction. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

19.Effective Date. This Agreement will be null and void if not signed and returned to the undersigned by the close of business on September 9, 2024. Subject to the prior sentence, this Agreement will become effective on the day you sign it (the "**Effective Date**").

20.Miscellaneous. This Agreement, including its exhibits (if any), constitutes the complete, final, and exclusive embodiment of the entire agreement between you and the Company with regard to its subject matter, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and your relationship with the Company, including under any applicable offer letter or employment agreement, provided, however, that nothing in this Agreement modifies, supersedes, voids, or otherwise alters your Confidentiality Agreement or other documents specifically identified in this agreement (except as expressly modified herein), or any other continuing obligations you owe the Company which survive the termination of your employment. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable to the fullest extent permitted by law, consistent with the intent of the parties. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. Any ambiguity in this Agreement

shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement shall be in writing and shall not be deemed to be a waiver of any successive breach. This Agreement may be executed in counterparts and electronic or facsimile signatures will suffice as original signatures. You acknowledge that you have been advised that you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so).

[remainder of page intentionally left blank]

If this Agreement is acceptable to you, please sign below and return the original to me.

We wish you the best in your future endeavors.

Sincerely,

By: /s/ William Ho
William Ho
Chief Executive Officer

I HAVE READ, UNDERSTAND AND AGREE FULLY TO THE FOREGOING AGREEMENT:

/s/ Trishna Goswami, MD
Trishna Goswami, MD

September 8, 2024
Date

IN8BIO, INC.

NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

Each member of the Board of Directors (the "***Board***") of IN8bio, Inc. (the "***Company***") who is not also serving as an employee of the Company or any of its subsidiaries (each such member, an "***Non-Employee Director***") will be eligible to receive the compensation described in this Non-Employee Director Compensation Policy (this "***Policy***") for his or her Board service. Unless otherwise defined herein, capitalized terms used in this Policy will have the meaning given to such terms in the Company's 2020 Equity Incentive Plan or any successor equity incentive plan (the "***Plan***").

This Policy may be amended at any time in the sole discretion of the Board or the Compensation Committee of the Board.

I. Annual Cash Compensation

Each Non-Employee Director will be entitled to receive the following annual cash retainers for service on the Board:

Annual Board Service Retainer:

- All Non-Employee Directors: $35,600
- Non-Executive Chairperson *(additional retainer)*: $57,850

Annual Committee Member Service Retainer:

- Member of the Audit Committee: $8,900
- Member of the Science and Technology Committee: $6,675
- Member of the Compensation Committee: $4,450
- Member of the Nominating and Corporate Governance Committee: $3,560

Annual Committee Chair Service Retainer *(in lieu of Committee Member Service Retainer)*:

- Chairperson of the Audit Committee: $22,250
- Chairperson of the Science and Technology Committee: $20,025
- Chairperson of the Compensation Committee: $13,350
- Chairperson of the Nominating and Corporate Governance Committee: $10,680

The annual cash retainers set forth above will be payable in equal quarterly installments, payable in arrears on the last day of each fiscal quarter (each such date, a "***Retainer Accrual Date***") in which the service occurred, prorated for any partial quarter of service (based on the number of days served in the applicable position divided by the total number of days in the quarter). All annual cash fees are vested upon payment.

II. Election to Receive Shares of Common Stock in Lieu of Cash Retainer

A. Retainer Grant. Each Non-Employee Director may elect to convert all of his or her cash compensation under Section I for the first calendar quarter that commences after December 31, 2021 and for any subsequent calendar quarter into an RSU Award (each, a "***Retainer***

Grant") in accordance with this Section II(A) (such election, a "***Retainer Grant Election***"). If a Non-Employee Director timely makes a Retainer Grant Election pursuant to Section II(B) below, then on the first business day following the applicable Retainer Accrual Date to which the Retainer Grant Election applies, and without any further action by the Board or designated committee of the Board, such Non-Employee Director automatically will be granted an RSU Award covering a number of shares of common stock equal to (a) the aggregate amount of cash compensation otherwise payable to such Non-Employee Director on the Retainer Accrual Date to which the Retainer Grant Election applies divided by (b) the closing sales price per share of the common stock on the applicable Retainer Accrual Date (or, if such date is not a business day, on the first business day thereafter), rounded down to the nearest whole share. Each Retainer Grant will be fully vested on the applicable grant date.

B. **Election Mechanics**. Each Retainer Grant Election must be submitted to the Company's Chief Financial Officer (or such other individual as the Company designates) in writing at least 20 business days in advance of the applicable Retainer Accrual Date, and subject to any other conditions specified by the Board or designated committee of the Board. A Non-Employee Director may only make a Retainer Grant Election during a period in which the Company is not in a quarterly or special blackout period and the Non-Employee Director is not aware of any material non-public information. Once a Retainer Grant Election is properly submitted, it will be in effect for the next Retainer Accrual Date and will remain in effect for successive Retainer Accrual Dates unless and until the Eligible Director revokes it in accordance with Section II(C) below. A Non-Employee Director who fails to make a timely Retainer Grant Election will not receive a Retainer Grant and instead will receive the cash compensation set forth under Section I.

C. **Revocation Mechanics**. The revocation of any Retainer Grant Election must be submitted to the Company's Chief Financial Officer (or such other individual as the Company designates) in writing at least 20 business days in advance of the applicable Retainer Accrual Date, and subject to any other conditions specified by the Board or designated committee of the Board. A Non-Employee Director may only revoke a Retainer Grant Election during a period in which the Company is not in a quarterly or special blackout period and the Non-Employee Director is not aware of any material non-public information. Once the revocation of the Retainer Grant Election is properly submitted, it will be in effect for the next Retainer Accrual Date and will remain in effect for successive Retainer Accrual Dates unless and until the Non-Employee Director makes a new Retainer Grant Election in accordance with Section (II)(B).

III. Equity Compensation

All stock options granted under this Policy will be nonstatutory stock options, with an exercise price per share equal to 100% of the Fair Market Value (as defined in the Plan) of the underlying common stock on the date of grant, and a term of 10 years from the date of grant (subject to earlier termination in connection with a termination of service as provided in the Plan), and will be automatic and nondiscretionary (without the need for any additional corporate action by the Board or designated committee of the Board) and will be made in accordance with the following provisions:

A. **Initial Grant**. On the date of such Non-Employee Director's initial election or appointment to the Board (or, if such date is not a market trading day, the first market trading day thereafter), the Non-Employee Director will be automatically, and without

further action by the Board or Compensation Committee of the Board, granted a stock option to purchase a number of shares of the Company's common stock equal to 67,300 shares of the Company's common stock. The shares subject to each such stock option will vest monthly over a three-year period, subject to the Non-Employee Director's Continuous Service (as defined in the Plan) on each vesting date.

B. **Annual Grant**. On the date of each annual stockholder meeting of the Company, each Non-Employee Director who continues to serve as a non-employee member of the Board following such stockholder meeting will be automatically, and without further action by the Board or Compensation Committee of the Board, granted a stock option to purchase 33,650 shares of the Company's common stock (the "***Annual Grant***"). The shares subject to the Annual Grant will vest in equal monthly installments over the 12 months following the date of grant, provided that the Annual Grant will in any case be fully vested on the date of Company's next annual stockholder meeting, subject to the Non-Employee Director's Continuous Service (as defined in the Plan) through such vesting date.

C. **Change in Control.** Notwithstanding the foregoing, for each Non-Employee Director who remains in Continuous Service as of, or immediately prior to, a Change in Control, the equity awards that were granted pursuant to this Policy will become fully vested immediately prior to such Change in Control.

D. **Additional Provisions**: All provisions of the Plan not inconsistent with this policy will apply to awards granted to a Non-Employee Director. Non-Employee Directors will be required to execute an award agreement in a form satisfactory to the Company prior to receipt of an Initial Grant or Annual Grant.

IV. Non-Employee Director Compensation Limit

Notwithstanding anything herein to the contrary, the cash compensation and equity compensation that each Non-Employee Director is entitled to receive under this Policy shall be subject to the limits set forth in Section 3(d) of the Plan.

V. Ability to Decline Compensation

A Non-Employee Director may decline all or any portion of his or her compensation under this Policy by giving notice to the Company prior to the date such cash is earned or such equity awards are to be granted, as the case may be.

VI. Expenses

The Company will reimburse each Non-Employee Director for ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in Board and committee meetings; provided, that the Non-Employee Director timely submits to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy, as in effect from time to time.

Approved by the Board of Directors: November 4, 2020
Effective: July 30, 2021

Exhibit 31.1

CERTIFICATIONS

I, William Ho, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of IN8bio, 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.

IN8bio, Inc.

Date: November 12, 2024

By: /s/ William Ho

William Ho
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS

I, Patrick McCall, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of IN8bio, 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.

IN8bio, Inc.

Date: November 12, 2024

By: /s/ Patrick McCall

Patrick McCall

Chief Financial Officer and Secretary

(Principal Financial and Accounting 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 IN8bio, Inc. (the "Company") for the period ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

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

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

IN8bio, Inc.

Date: November 12, 2024

By: /s/ William Ho
William Ho
Chief Executive Officer
(Principal Executive Officer)

Date: November 12, 2024

By: /s/ Patrick McCall
Patrick McCall
Chief Financial Officer and Secretary
(Principal Financial and Accounting Officer)