UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2025

☐ **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 001-38042

ARROWHEAD PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**46-0408024**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

177 E. Colorado Blvd, Suite 700
Pasadena, California 91105
(626) 304-3400
(Address and telephone number of principal executive offices)

Former name, former address, and former fiscal year, if changed since last report: N/A

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	**ARWR**	**The Nasdaq Global Select Market**

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

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

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

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-Accelerated Filer	☐	Smaller Reporting Company	☐
Emerging Growth Company	☐		

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

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

The number of shares of the registrant's common stock outstanding as of May 1, 2025 was 138,100,435.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Arrowhead Pharmaceuticals, Inc.
Consolidated Balance Sheets
(in thousands, except per share amounts)

	March 31, 2025 (unaudited)	September 30, 2024
ASSETS		
Current assets:		
Cash, cash equivalents and restricted cash	$ 185,709	$ 102,685
Accounts receivable	2,365	—
Available-for-sale securities, at fair value	911,700	578,276
Prepaid expenses	23,769	9,537
Other current assets	11,677	4,973
Total current assets	1,135,220	695,471
Property, plant and equipment, net	384,803	386,032
Intangible assets, net	7,711	8,562
Right-of-use assets	44,452	45,255
Other assets	1,312	4,482
Total Assets	**$ 1,573,498**	**$ 1,139,802**
LIABILITIES, NONCONTROLLING INTEREST AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 9,980	$ 11,388
Accrued expenses	78,450	63,017
Accrued payroll and benefits	16,613	21,989
Lease liabilities	6,782	6,342
Deferred revenue	43,268	—
Credit facility	65,000	—
Other liabilities	448	432
Total current liabilities	220,541	103,168
Long-term liabilities:		
Lease liabilities, net of current portion	107,529	111,027
Liability related to the sale of future royalties	352,276	341,361
Credit facility, net of current portion	208,927	393,183
Total long-term liabilities	668,732	845,571
Commitments and contingencies (Note 7)		
Noncontrolling interest and stockholders' equity:		
Common stock, $0.001 par value: Authorized 290,000 shares; issued and outstanding 138,062 and 124,376 shares	230	217
Additional paid-in capital	2,106,864	1,806,000
Accumulated other comprehensive income	4,390	4,750
Accumulated deficit	(1,428,163)	(1,625,523)
Total Arrowhead Pharmaceuticals, Inc. stockholders' equity	683,321	185,444
Noncontrolling interest	904	5,619
Total noncontrolling interest and stockholders' equity	684,225	191,063
Total Liabilities, Noncontrolling Interest and Stockholders' Equity	**$ 1,573,498**	**$ 1,139,802**

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

Arrowhead Pharmaceuticals, Inc.
Consolidated Statements of Operations and Comprehensive Income (Loss)
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended March 31,		Six Months Ended March 31,	
	2025	**2024**	**2025**	**2024**
Revenue	**$ 542,709**	**$ —**	**$ 545,209**	**$ 3,551**
Operating expenses:				
Research and development	133,102	101,122	270,104	217,613
General and administrative	28,405	25,069	55,315	48,674
Total operating expenses	**161,507**	**126,191**	**325,419**	**266,287**
Operating income (loss)	381,202	(126,191)	219,790	(262,736)
Other income (expense):				
Interest income	9,615	6,250	17,217	9,052
Interest expense	(21,639)	(7,244)	(43,285)	(12,611)
Other, net	438	189	779	610
Total other expense	**(11,586)**	**(805)**	**(25,289)**	**(2,949)**
Income (loss) before income tax expense and noncontrolling interest	**369,616**	**(126,996)**	**194,501**	**(265,685)**
Income tax expense (benefit)	1,753	—	1,856	(3,313)
Net income (loss) including noncontrolling interest	**$ 367,863**	**$ (126,996)**	**$ 192,645**	**$ (262,372)**
Net loss attributable to noncontrolling interest, net of tax	(2,582)	(1,696)	(4,715)	(4,208)
Net income (loss) attributable to Arrowhead Pharmaceuticals, Inc.	$ 370,445	$ (125,300)	$ 197,360	$ (258,164)
Net income (loss) per share attributable to Arrowhead Pharmaceuticals, Inc.:				
Basic	$ 2.78	$ (1.02)	$ 1.53	$ (2.24)
Diluted	$ 2.75	$ (1.02)	$ 1.52	$ (2.24)
Weighted-average shares used in calculating				
Basic	133,363	123,285	129,059	115,307
Diluted	134,484	123,285	130,265	115,307
Other comprehensive income (loss), net of tax:				
Unrealized gains on available-for-sale securities	653	216	146	2,125
Foreign currency translation adjustments	(400)	(56)	(506)	2
Comprehensive income (loss)	**$ 368,116**	**$ (126,836)**	**$ 192,285**	**$ (260,245)**

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

Arrowhead Pharmaceuticals, Inc.
Consolidated Statements of Stockholders' Equity
(in thousands)
(unaudited)

	Common Stock	Amount ($)	Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Non-controlling Interest	Total
Balance at September 30, 2024	**124,376**	**$ 217**	**$ 1,806,000**	**$ 4,750**	**$ (1,625,523)**	**$ 5,619**	**$ 191,063**
Stock-based compensation	—	—	15,209	—	—	—	**15,209**
Exercise of stock options	70	—	634	—	—	—	**634**
Common stock - restricted stock units vesting	209	—	—	—	—	—	**—**
Issuance of pre-funded warrants	—	—	25,000	—	—	—	**25,000**
Foreign currency translation adjustments	—	—	—	(106)	—	—	**(106)**
Unrealized gains on available-for-sale securities	—	—	—	(507)	—	—	**(507)**
Net loss	—	—	—	—	(173,085)	(2,133)	**(175,218)**
Balance at December 31, 2024	**124,655**	**$ 217**	**$ 1,846,843**	**$ 4,137**	**$ (1,798,608)**	**$ 3,486**	**$ 56,075**
Stock-based compensation	—	—	16,027	—	—	—	**16,027**
Exercise of stock options	353	—	2,619	—	—	—	**2,619**
Common stock - restricted stock units vesting	1,128	1	—	—	—	—	**1**
Common stock issued	11,926	12	241,375	—	—	—	**241,387**
Foreign currency translation adjustments	—	—	—	(400)	—	—	**(400)**
Unrealized gains on available-for-sale securities	—	—	—	653	—	—	**653**
Net income	—	—	—	—	370,445	(2,582)	**367,863**
Balance at March 31, 2025	**138,062**	**$ 230**	**$ 2,106,864**	**$ 4,390**	**$ (1,428,163)**	**$ 904**	**$ 684,225**

	Common Stock	Amount ($)	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Non-controlling Interest	Total
Balance at September 30, 2023	**107,312**	**$ 200**	**$ 1,300,395**	**$ (3,222)**	**$ (1,026,030)**	**$ 15,819**	**$ 287,162**
Stock-based compensation	—	—	19,694	—	—	—	**19,694**
Exercise of stock options	34	—	267	—	—	—	**267**
Common stock - restricted stock units vesting	154	—	—	—	—	—	**—**
Foreign currency translation adjustments	—	—	—	58	—	—	**58**
Unrealized losses on available-for-sale securities	—	—	—	1,909	—	—	**1,909**
Net loss	—	—	—	—	(132,864)	(2,512)	**(135,376)**
Balance at December 31, 2023	**107,500**	**$ 200**	**$ 1,320,356**	**$ (1,255)**	**$ (1,158,894)**	**$ 13,307**	**$ 173,714**
Stock-based compensation	—	—	17,750	—	—	—	**17,750**
Exercise of stock options	120	—	1,512	—	—	—	**1,512**
Common stock - restricted stock units vesting	723	1	(1)	—	—	—	**—**
Common stock issued, net of offering costs	15,790	16	429,249	—	—	—	**429,265**
Foreign currency translation adjustments	—	—	—	(56)	—	—	**(56)**
Unrealized losses on available-for-sale securities	—	—	—	216	—	—	**216**
Net loss	—	—	—	—	(125,300)	(1,696)	**(126,996)**
Balance at March 31, 2024	**124,133**	**$ 217**	**$ 1,768,866**	**$ (1,095)**	**$ (1,284,194)**	**$ 11,611**	**$ 495,405**

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

Arrowhead Pharmaceuticals, Inc.
Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Six Months Ended March 31,	
	2025	**2024**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ 192,645	$ (262,372)
Adjustments to reconcile net income (loss) to net cash flow from operating activities		
Stock-based compensation	31,236	37,444
Depreciation and amortization	11,319	8,788
(Accretion) amortization of note premiums/discounts	(2,788)	896
Realized loss on investments	—	(80)
Non-cash interest expense on liability related to the sale of future royalties	10,915	12,612
Non-cash interest expense on credit facility	32,369	—
Changes in operating assets and liabilities:		
Accounts receivable	(2,365)	—
Prepaid expenses and other assets	(20,936)	(2,643)
Accounts payable	(1,717)	(8,402)
Accrued expenses	18,921	(11)
Deferred revenue	43,268	(866)
Operating lease, net	(2,255)	4,417
Other	3,169	—
Net cash provided by (used in) operating activities	313,781	(210,217)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(12,813)	(102,731)
Purchases of investments	(677,892)	(309,982)
Proceeds from sales and maturities of investments	347,402	208,615
Net cash used in investing activities	(343,303)	(204,098)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from the exercises of stock options	3,253	1,779
Proceeds from the issuance of common stock, net of offering costs	—	429,265
Proceeds from the issuance of warrants	25,000	—
Payments of debt issuance costs	(5,000)	—
Proceeds from the issuance of common stock	241,388	—
Repayments of credit facility	(151,625)	—
Net cash provided by financing activities	113,016	431,044
Net increase in cash, cash equivalents and restricted cash	83,494	16,729
Effect of exchange rate on cash, cash equivalents and restricted cash	(470)	84
CASH, CASH EQUIVALENTS AND RESTRICTED CASH:		
BEGINNING OF PERIOD	102,685	110,891
END OF PERIOD	$ 185,709	$ 127,704
Supplementary disclosure of cash flows:		
Interest paid	$ (19)	$ —
Income taxes paid	$ (81)	$ (3,014)
Supplemental disclosure of non-cash investing activities:		
Capital expenditures included in accrued expenses	$ 358	$ 7,265

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

NOTE 1. ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

General and Recent Developments

Arrowhead Pharmaceuticals, Inc. and its subsidiaries (referred to herein collectively as the "Company") are primarily engaged in developing medicines that treat intractable diseases by silencing the genes that cause them. Using a broad portfolio of RNA chemistries and efficient modes of delivery, the Company's therapies trigger the RNA interference mechanism to induce rapid, deep and durable knockdown of target genes. RNA interference ("RNAi") is a mechanism present in living cells that inhibits the expression of a specific gene, thereby affecting the production of a specific protein. The Company's RNAi-based therapeutics may leverage this natural pathway of gene silencing to target and shut down specific disease-causing genes.

The following table presents the Company's current pipeline:

Therapeutic Area	Name	Stage	Product Rights
Cardiometabolic	plozasiran	Phase 3	Arrowhead
	zodasiran	Phase 2b	Arrowhead
	olpasiran	Phase 3	Amgen
	ARO-PNPLA3	Phase 1	Arrowhead
	GSK-4532990	Phase 2b	GSK
	ARO-INHBE	Phase 1/2a	Arrowhead
	ARO-ALK7	Phase 1	Arrowhead
Pulmonary	ARO-RAGE	Phase 1/2a	Arrowhead
	SRP-1002 (ARO-MMP7)	Phase 1/2a	Sarepta
Liver	fazirsiran	Phase 3	Takeda and Arrowhead
	GSK5637608	Phase 2	GSK
Neuromuscular	SRP-1001 (ARO-DUX4)	Phase 1/2a	Sarepta
	SRP-1003 (ARO-DM1)	Phase 1/2a	Sarepta
Central Nervous System (CNS)	SRP-1004 (ARO-ATXN2)	Phase 1/2a	Sarepta
Other	ARO-C3	Phase 1/2a	Arrowhead
	ARO-CFB	Phase 1/2a	Arrowhead

The Company operates lab facilities in California and Wisconsin, where its research and development activities, including the development of RNAi therapeutics, take place. The Company also operates an active pharmaceutical ingredient manufacturing and supporting laboratory facility in Verona, Wisconsin. The Company's principal executive offices are located in Pasadena, California.

Thus far in fiscal 2025, the Company has continued to develop and advance its pipeline and partnered candidates. Several key recent developments include:

- Announced Topline results from Part 2 of a Phase 1/2 clinical study of ARO-C3, the Company's investigational RNAi therapeutic designed to reduce liver production of complement component 3 (C3) as a potential therapy for various complement mediated diseases. ARO-C3 achieved reductions in alternative pathway complement activity and proteinuria;
- Showcased preclinical data supporting the advancement of two first-in-class clinical stage, RNAi-based investigational therapeutics being developed by the Company for the treatment of obesity and metabolic diseases;
- Announced preclinical results on ARO-ALK7, which is the first RNAi-based therapy designed to silence adipocyte expression of the ACVR1 to reduce the production of Activin receptor-like kinase 7 (ALK7), which acts as a receptor in a pathway that regulates energy homeostasis in adipose tissue. Arrowhead received regulatory clearance to initiate a Phase 1/2a clinical trial of ARO-ALK7 in New Zealand, which the company anticipates will begin dosing in the second quarter of 2025;

- Entered into a global licensing and collaboration agreement with Sarepta Therapeutics, Inc ("Sarepta") on November 25, 2024, which closed on February 7, 2025. Closing of the transaction was subject to the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and other customary conditions. Upon closing, the Company received $325.0 million through the purchase of 11,926,301 shares of Company common stock by Sarepta, at a price per share of $27.25, and received $500.0 million as an upfront payment on February 24, 2025. The Company will also receive $250.0 million to be paid in equal installments over five years and is eligible to receive an additional $300.0 million in near-term payments. Additionally, the Company is eligible to receive royalties on commercial sales and up to approximately $10.0 billion in future potential milestone payments;
- Submitted a New Drug Application (NDA) to the U.S. Food and Drug Administration (FDA) on November 16, 2024, which was accepted for filing on January 17, 2025. The FDA provided a Prescription Drug User Fee Act (PDUFA) action date of November 18, 2025, and indicated it is not currently planning to hold an advisory committee meeting;
- GSK dosed its fifth patient in a Phase 2 trial in December 2024, triggering a $2.5 million milestone payment to the Company which was paid in the second quarter of fiscal 2025;
- Announced that the Company has dosed the first subjects in a Phase 1/2a clinical trial of ARO-INHBE; and
- Presented interim results from a Phase 1/2a clinical study of ARO-CFB at the 8th Complement-Based Drug Development Summit. The study resulted in multiple promising findings including: (1) ARO-CFB led to dose dependent reductions in circulating CFB protein by up to 90% with greater than 3 months duration, (2) single and multiple doses of ARO-CFB led to near complete inhibition of alternative pathway activity based on Wieslab AP, and (3) single and multiple doses of ARO-CFB led to near complete inhibition of alternative pathway hemolytic activity, measured by AH50.

Consolidation and Basis of Presentation

The interim Consolidated Financial Statements include the accounts of Arrowhead Pharmaceuticals, Inc. and its subsidiaries (wholly-owned subsidiaries and a variable interest entity for which the Company is the primary beneficiary). Subsidiaries refer to Arrowhead Madison, Inc., Arrowhead Australia Pty Ltd., Arrowhead Pharmaceuticals Ireland Limited, Arrowhead Pharmaceuticals NZ Limited and Visirna Therapeutics, Inc. ("Visirna"). For subsidiaries in which the Company owns or is exposed to less than 100% of the economics, the Company records net loss attributable to noncontrolling interests in its consolidated statements of operations equal to the percentage of the economic or ownership interests retained in such entity by the respective noncontrolling party.

The interim Consolidated Financial Statements have been prepared in conformity with U.S. generally accepted accounting principles ("GAAP"). The financial data of the Company included herein are unaudited. In the opinion of management, all material adjustments of a normal recurring nature have been made to present fairly the Company's financial position as of March 31, 2025 and the results of operations and cash flows for the periods presented. All intercompany transactions and balances have been eliminated. Certain prior period amounts have been reclassified to conform with the current period presentation.

Certain financial information that is normally included in annual financial statements prepared in accordance with GAAP, but that is not required for interim reporting purposes, has been omitted from the accompanying interim consolidated financial statements and related notes. Readers are urged to review the Company's Annual Report on Form 10-K for the year ended September 30, 2024 for more complete descriptions and discussions. Operating results and cash flows for the six months ended March 31, 2025 are not necessarily indicative of the results that may be expected for the fiscal year ending September 30, 2025.

Liquidity

The Company's primary sources of financing have been through the sale of its equity securities, credit facility, revenue from its licensing and collaboration agreements and the sale of certain future royalties. Research and development activities have required significant investment since the Company's inception and are expected to continue to require significant cash expenditure in the future, particularly as the Company's pipeline of drug candidates and its headcount have both expanded. Additionally, significant investment will be required as the Company's pipeline matures into later stage clinical trials and commercialization efforts.

As of March 31, 2025, the Company had $185.7 million in cash, cash equivalents and restricted cash ($2.1 million in restricted cash) and $911.7 million in available-for-sale securities to fund operations. During the six months ended March 31, 2025, the Company's cash, cash equivalents and restricted cash and investments balance increased by $416.4

million, which was primarily due to the $500.0 million as an upfront payment and $325.0 million in the form of an equity investment under the Sarepta agreement, partially offset by ongoing expenses related to the Company's research and development programs and repayments on the credit facility.

In total, the Company is eligible to receive up to $13.3 billion in additional developmental, regulatory and sales milestones, and may receive various royalties on net sales from its licensing and collaboration agreements, subject to the terms and conditions of those agreements.

Summary of Significant Accounting Policies

There have been no changes to the significant accounting policies disclosed in the Company's most recent Annual Report on Form 10-K for the fiscal year ended September 30, 2024.

Recent Accounting Pronouncements

In January 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses,* in November 2024, and ASU 2025-01, *Clarifying the Effective Date*. These updates require entities to provide disaggregated disclosures of income statement expenses. The ASUs do not affect the expense captions presented on the face of the income statement but instead require the disaggregation of certain expense captions into specified categories within the footnotes to the financial statements. The ASUs will become effective for the Company beginning October 1, 2027, and are not expected to have a material impact on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, to improve its income tax disclosure requirements. Under the guidance, entities must annually (1) disclose specific categories in the rate reconciliation and (2) provide additional information for reconciling items that meet a quantitative threshold. This ASU will become effective for the Company beginning October 1, 2025, and is not expected to have a material impact on its consolidated financial statements and related disclosures.

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which is intended to improve reportable segment disclosure requirements, primarily through additional disclosures about significant segment expenses. This ASU requires public companies with a single reportable segment to provide all disclosures required under ASC 280. In addition, this ASU requires public companies to include in interim reports all disclosures related to a reportable segment's profit or loss and assets that are currently required in annual reports. While the ASU implements further segment disclosure requirements, it does not change how an entity identifies its operating or reportable segments and it will have no impact on the Company's consolidated financial condition, results of operations or cash flows. This ASU is applicable to the Company's Annual Report on Form 10-K for the fiscal year ending September 30, 2025, and subsequent interim periods. Early adoption is permitted and the amendments must be applied retrospectively to all prior periods presented.

NOTE 2. COLLABORATION AND LICENSE AGREEMENTS

The following table provides a summary of revenue recognized:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2025	2024	2025	2024
	(in thousands)			
GSK	$ 3	$ —	$ 2,503	$ 2,68
Takeda	—	—	—	86
Sarepta	542,706	—	542,706	—
Total	$ 542,709	$ —	$ 545,209	$ 3,55

The following table summarizes the balance of receivables and contract liabilities related to the Company's

collaboration and license agreements:

	March 31, 2025	September 30, 2024
	(in thousands)	
Receivables included in accounts receivable	$ 2,365	$ —
Contract liabilities included in deferred revenue	$ 43,268	$ —

GlaxoSmithKline Intellectual Property (No. 3) Limited ("GSK")

GSK-HSD License Agreement

On November 22, 2021, GSK and the Company entered into an Exclusive License Agreement (the "GSK-HSD License Agreement"). Under the GSK-HSD License Agreement, GSK has received an exclusive license for GSK-4532990 (formerly ARO-HSD). The exclusive license is worldwide with the exception of greater China. GSK is wholly responsible for all clinical development and commercialization of GSK-4532990 in its territory.

The Company has completed its performance obligation related to this agreement, and the upfront payment of $120.0 million was fully recognized in the year ended September 30, 2022. Further, GSK dosed the first patient in a Phase 2b trial in March 2023 and paid a $30.0 million milestone payment to the Company in the third quarter of fiscal 2023.

The Company is eligible for an additional payment of $100.0 million upon achieving the first patient dosed in a Phase 3 trial. Furthermore, should the Phase 3 trial read out positively, and the potential new medicine receives regulatory approval in major markets, the deal provides for commercial milestone payments to the Company of up to $190.0 million at first commercial sale, and up to $590.0 million in sales-related milestone payments. The Company is further eligible to receive tiered royalties on net product sales in a range of mid-teens to twenty percent.

GSK-HBV Agreement

On December 11, 2023, the Company entered into an Amended and Restated License Agreement with GSK (the "GSK-HBV Agreement") pursuant to which GSK received a worldwide, exclusive license to develop and commercialize daplusiran/tomligisiran (GSK5637608, formerly JNJ-3989), the Company's third-generation subcutaneously administered RNAi therapeutic candidate being developed as a potential therapy for patients with chronic hepatitis B virus infection.

Under the terms of the GSK-HBV Agreement, the Company received $2.7 million in December 2023, upon signing the amended GSK-HBV Agreement. Further, GSK dosed the fifth patient in a Phase 2 trial in December 2024, triggering a $2.5 million milestone payment to the Company which was paid in the second quarter of fiscal 2025. The Company is eligible to receive up to $830.0 million in development and sales milestone payments under the GSK-HBV Agreement.

As of March 31, 2025, the Company recorded an insignificant amount in accounts receivable and no liabilities.

Horizon Therapeutics Ireland DAC ("Horizon")

In June 2021, Horizon and the Company entered into a collaboration and license agreement (the "Horizon License Agreement"). Under the terms of the Horizon License Agreement, Horizon received a worldwide exclusive license for HZN-457, a clinical-stage medicine being developed by Horizon as a potential treatment for people with uncontrolled gout.

On October 6, 2023, Amgen completed its acquisition of Horizon and subsequently notified the Company of Amgen's intent to terminate the HZN-457 license. Horizon exercised its right to terminate the Horizon License Agreement for convenience, which took effect on December 21, 2023.

Takeda Pharmaceutical Company Limited ("Takeda")

In October 2020, Takeda and the Company entered into an Exclusive License and Co-Funding Agreement (the "Takeda License Agreement"). Under the Takeda License Agreement, Takeda and the Company will co-develop the Company's fazirsiran program (formerly TAK-999 and ARO-AAT), the Company's second-generation subcutaneously administered RNAi therapeutic candidate being developed as a treatment for liver disease associated with alpha-1 antitrypsin deficiency. Within the United States, fazirsiran, if approved, will be co-commercialized under a 50/50 profit sharing structure. Outside the United States, Takeda received an exclusive license to commercialize fazirsiran and will lead the global commercialization strategy, while the Company will be eligible to receive tiered royalties of 20% to 25% on net sales.

The Company determined that the key deliverables included the license and certain R&D services including the Company's responsibilities to complete the initial portion of the SEQUOIA study, to complete the ongoing Phase 2 AROAAT2002 study and to ensure certain manufacturing of fazirsiran drug product is completed and delivered to Takeda (the "Takeda R&D Services"). Due to the specialized and unique nature of these Takeda R&D Services and their direct

relationship with the license, the Company determined that these deliverables represent one distinct bundle and, thus, one performance obligation. Beyond the Takeda R&D Services, which are the responsibility of the Company, Takeda will be responsible for managing future clinical development and commercialization outside the United States. Within the United States, the Company will also participate in co-development and co-commercialization efforts and will co-fund these efforts with Takeda as part of the 50/50 profit sharing structure within the United States. The Company considers the collaborative activities, including the co-development and co-commercialization, to be a separate unit of account within Topic 808, and as such, these co-funding amounts are recorded as research and development expenses or general and administrative expenses, as appropriate.

Under the terms of the Takeda License Agreement, the Company received $300.0 million as an upfront payment in January 2021 and an additional $40.0 million upon Takeda's initiation of a Phase 3 REDWOOD clinical study of fazirsiran in March 2023, and is eligible to receive up to $527.5 million in additional potential development, regulatory and commercial milestones.

The Company allocated the total $300.0 million initial transaction price to its one distinct performance obligation for the fazirsiran license and the associated Takeda R&D Services. The Company has substantially completed its performance obligation under the Takeda License Agreement by December 31, 2023. As such, all revenue has been fully recognized as of December 31, 2023. There were no further deferred revenue and contract liabilities as of March 31, 2025.

The Company recorded $28.8 million as accrued expenses as of March 31, 2025 that was primarily driven by co-development and co-commercialization activities.

Janssen Pharmaceuticals, Inc. ("Janssen")

On April 7, 2023, Janssen voluntarily terminated its collaboration agreement with the Company and the Company regained full rights to ARO-PNPLA3, formerly called JNJ-75220795. ARO-PNPLA3 is in Phase 1 clinical trials, which are now being developed by the Company.

Further, on December 11, 2023, the Company entered into the GSK-HBV Agreement, as discussed above, pursuant to which GSK received an exclusive license for JNJ-3989 (formerly ARO-HBV). JNJ-3989 had previously been licensed to Janssen in October 2018.

Amgen Inc. ("Amgen")

In September 2016, Amgen and the Company entered into two collaboration and license agreements and a common stock purchase agreement. Under the Second Collaboration and License Agreement (the "Olpasiran Agreement"), Amgen received a worldwide, exclusive license to the Company's novel RNAi olpasiran (previously referred to as AMG- 890 or ARO-LPA) program. These RNAi molecules are designed to reduce elevated lipoprotein(a), which is a genetically validated, independent risk factor for atherosclerotic cardiovascular disease. Under the Olpasiran Agreement, Amgen is wholly responsible for clinical development and commercialization.

The Company has substantially completed its performance obligations under the Olpasiran Agreement. There were no contract assets and liabilities recorded as of March 31, 2025.

In November 2022, Royalty Pharma Investments 2019 ICAV ("Royalty Pharma") and the Company entered into a Royalty Purchase Agreement with Royalty Pharma (the "Royalty Pharma Agreement"). In consideration for the payments under the Royalty Pharma Agreement, Royalty Pharma is entitled to receive all royalties otherwise payable by Amgen to the Company under the Olpasiran Agreement. The Company remains eligible to receive up to an additional $485.0 million in remaining development, regulatory and sales milestone payments payable from Amgen and Royalty Pharma. See Note 11.

Sarepta Therapeutics, Inc.

On November 25, 2024, the Company entered into an Exclusive License and Collaboration Agreement (the "Sarepta Collaboration Agreement") with Sarepta for the development and commercialization of multiple clinical and preclinical programs in rare, genetic diseases of the muscle, central nervous system, and lungs. The Company concurrently entered into a Stock Purchase Agreement (the "Stock Purchase Agreement") with Sarepta (see Note 6).

Under the Sarepta Collaboration Agreement, Sarepta received an exclusive worldwide license to SRP-1001 (formerly ARO-DUX4), SRP-1003 (formerly ARO-DM1), SRP-1002 (formerly ARO-MMP7), and SRP-1004 (formerly ARO-ATXN2) clinical stage programs (the "C1" programs). Sarepta also received an exclusive sublicensable worldwide license to the Company's ARO-HTT, ARO-ATXN1, and ARO-ATXN3 preclinical stage programs (the "C2" programs). The Company will perform certain research and development activities for the C1 and C2 programs.

Further, Sarepta may select up to six gene targets for which the Company will perform discovery, optimization and

preclinical development activities to identify RNAi compounds against each selected target (the “C3” programs). Upon target acceptance, Sarepta will receive an exclusive license to the Company’s intellectual property rights to exploit compounds directed to those targets and is wholly responsible for clinical development and commercialization of each compound after the Company delivers a CTA ready data package (the "CTA package").

The Company identified 17 performance obligations under the Sarepta Collaboration Agreement. The four C1 licenses are distinct performance obligations from the four C1 research and development performance obligations since the customer can use and benefit from the licenses separately. The performance obligations for the licenses were satisfied during the quarter upon delivery and the research and development performance obligations will be satisfied as the work is performed. The remaining nine performance obligations include three C2 preclinical stage program licenses and research and development activities, and six C3 unidentified discovery target licenses and research and development activity. Each of the three C2 programs and the six C3 programs were determined to represent one performance obligation, as the customer cannot benefit from the use of the product license at the point of transfer until the specified research and development activities are performed. As such, each of the C2 and C3 product licenses and respective research and development work will be combined to form one performance obligation. For these nine performance obligations, revenue will be recognized over time as the work is performed.

For performance obligations recognized over time, the estimated performance period over which revenue will be recognized is determined to be the period over which the Company estimates it will perform the research and development activities. The Company determined that the most appropriate method of measuring progress for these performance obligations is an input method based on research and development costs in the program budget. Accordingly, the Company has estimated the total cost required to complete its obligation and recognized an amount of revenue equal to the proportion of services performed, which is reassessed on an ongoing basis as the program progresses. In the period an agreement expires or is terminated, remaining deferred revenue, if any, is recognized as revenue.

Under the terms of the Sarepta Collaboration Agreement, the Company received an upfront payment of $500.0 million on February 14, 2025. In addition, on February 7, 2025, the Company received $325.0 million in the form of an equity investment under the Stock Purchase Agreement. Based upon the Company's share price on February 7, 2025, (the “Closing Date”), the difference between the $325.0 million and the fair value of the shares on the Closing date resulted in a premium of $83.6 million. The premium is included as part of the total consideration of the Sarepta Collaboration Agreement for revenue recognition purposes. The Company expects to receive $250.0 million to be paid in annual installments of $50.0 million over the first five years of the agreement. The Company is also eligible receive reimbursement of certain costs related to carrying out the research and development activities for the C1 programs. The fixed consideration of $833.6 million and an estimated variable consideration of $71.2 million were allocated to all performance obligations based on their relative standalone selling price. Standalone selling prices for the product licenses were determined using an adjusted market-based approach through the net present value of the expected future cash flows for each program. The standalone selling prices for the research and development work were determined based on an expected cost plus margin approach. The fixed and estimated variable consideration of $904.9 million was allocated in accordance to the following table:

	March 31, 2025	
	(in thousands)	
Upfront payment	$	500,000
Annual fees		250,000
Equity premium		83,612
Fixed consideration	$	833,612
Estimated variable consideration		71,243
Total transaction price	$	904,855

The Company estimates the stand-alone selling price for each distinct performance obligation, which involves assumptions that may require significant judgment. The Company’s estimates of the stand-alone selling price for license-related performance obligations includes forecasted revenues and expenses, phase dates, probability of success, development timelines, and the discount rate. The estimates of the stand-alone selling price for research and development or other service-related performance obligations generally include forecasting the expected costs of satisfying a performance obligation at market rates. The Company identified a discount for accounting revenue recognition purposes which was allocated proportionally to each of the performance obligations based upon their standalone selling price.

The Company will receive reimbursement of certain costs related to carrying out the research and development activities for the C1 programs as well as development milestone payments of up to $300.0 million. Further, for each of the

13 programs, the Company is eligible to receive regulatory milestone payments between $110.0 million and $180.0 million per program. Variable consideration associated with the milestones that may be achieved will be allocated to the performance obligation to which it is determined to be related, which will be the respective development work that is being reimbursed and the respective programs to which the milestones relate. ARO-DM1 Development Milestones will be allocated between the license and development work based on the allocation of the standalone selling price. The Company constrained all of the ARO-DM1 Development Milestones and other development milestones as there is a high degree of uncertainty around the occurrence of those events.

The Company is also eligible to receive sales milestone payments between $500.0 million and $700.0 million per program as well as tiered royalties on net sales of licensed products of up to the low double digits, subject to the terms and conditions of the Sarepta Collaboration Agreement. The Company has applied the sales-based scope exception to the sales milestones and the royalty-based payments.

The Sarepta Collaboration Agreement commenced in February 2025 and may be terminated by either party in the event of a material breach as defined therein. In addition, Sarepta may voluntarily terminate the Sarepta Collaboration Agreement with 30 days' written notice to the Company if terminated prior to any regulatory approval of a licensed product. Unless earlier terminated, the Sarepta Collaboration Agreement expires on a product-by-product and country-by-country basis, upon the date of expiration of the relevant royalty term for such product in such country.

As of March 31, 2025, the Company recorded $542.7 million in revenue from Sarepta, $2.4 million in accounts receivable and $43.3 million in deferred revenue. The recognition of the remaining revenue for the performance obligations is dependent upon the time it takes to complete the respective research and development activities and in consideration of the timing of the selection of the C3 programs. Accordingly, the end dates are subject to change. The Company expects to recognize the unsatisfied performance obligations in accordance with the various agreements, and all performance obligations are currently estimated to be fully satisfied by March 31, 2031.

NOTE 3. BALANCE SHEET ACCOUNTS

Property, Plant and Equipment

The following table summarizes the Company’s major classes of property, plant and equipment:

	March 31, 2025	September 30, 2024
	(in thousands)	
Land	$ 2,996	$ 2,996
Buildings	248,893	75,988
Research equipment	60,259	65,353
Manufacturing equipment	13,812	—
Furniture	5,594	5,594
Computers and software	1,033	981
Leasehold improvements	104,401	104,410
Construction in progress	16,245	188,731
	453,233	444,053
Less: Accumulated depreciation and amortization	(68,430)	(58,021)
Property, plant and equipment, net	$ 384,803	$ 386,032

Depreciation and amortization expense for property, plant and equipment for the three months ended March 31, 2025 and 2024 was $5.6 million and $4.1 million, respectively. Depreciation and amortization expense for property, plant and equipment for the six months ended March 31, 2025 and 2024 was $10.4 million and $7.9 million, respectively.

During the first quarter of fiscal 2025, the Company completed the build out of its manufacturing facility in Verona, Wisconsin. This resulted in the reclassification of $172.9 million from construction in progress to buildings and $13.8 million to manufacturing equipment as of March 31, 2025. Additionally, the Company began depreciating the newly completed manufacturing facility over a 39-year period and the manufacturing equipment over 7- or 10-year periods.

During the first quarter of fiscal 2024, the Company completed the build out of its laboratory and office facilities in Verona, Wisconsin, which resulted in the reclassification of $76.0 million from construction in progress to buildings as of March 31, 2025.

Accrued Expenses

Accrued expenses consisted of the following as of:

	March 31, 2025	September 30, 2024
	(in thousands)	
Accrued R&D expenses	$ 42,963	$ 28,069
Accrued R&D expenses; co-development	28,755	23,351
Accrued capital expenditures	358	4,206
Other	6,374	7,391
Total accrued expenses	$ 78,450	$ 63,017

NOTE 4. INVESTMENTS

The Company's investments consisted of the following:

	As of March 31, 2025 (in thousands)			
	Adjusted Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Available-for-sale securities	$ 910,744	$ 1,063	$ (107)	$ 911,700
Total current investments	$ 910,744	$ 1,063	$ (107)	$ 911,700

	As of September 30, 2024 (in thousands)			
	Adjusted Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Available-for-sale securities	$ 577,465	$ 837	$ (26)	$ 578,276
Total current investments	$ 577,465	$ 837	$ (26)	$ 578,276

The following table summarizes the contract maturity of the available-for-sale securities as of:

	March 31, 2025	September 30, 2024
	(in thousands)	
Within one year	$ 422,082	$ 578,27
After one to two years	301,085	-
After two to three years	188,533	-
Total	$ 911,700	$ 578,27

As of March 31, 2025 and September 30, 2024, the gross unrealized losses were immaterial. The Company has determined that the available-for-sale securities that were in an unrealized loss position did not have any credit loss impairment as of March 31, 2025 and 2024.

NOTE 5. INTANGIBLE ASSETS

Intangible assets subject to amortization include patents and a license agreement capitalized as part of the Novartis RNAi asset acquisition in March 2015. The following table presents the components of intangible assets:

	Gross Carrying Amount	Accumulated Amortization	Impairment	Net Carrying Amount	Useful Lives
		(in thousands)			(in years)
As of March 31, 2025					
Patents	$ 21,728	$ 15,649	$ —	$ 6,079	14
License	3,129	1,497	—	1,632	21
Total intangible assets, net	$ 24,857	$ 17,146	$ —	$ 7,711	
As of September 30, 2024					
Patents	$ 21,728	$ 14,873	$ —	$ 6,855	14
License	3,129	1,422	—	1,707	21
Total intangible assets, net	$ 24,857	$ 16,295	$ —	$ 8,562	

Intangible assets are reviewed annually for impairment and more frequently if potential impairment indicators exist. No impairment indicators were identified during the six months ended March 31, 2025 and 2024.

Intangible assets with definite useful lives are amortized on a straight-line basis over their useful lives. Intangible assets amortization expense was $0.4 million for the three months ended March 31, 2025 and 2024, and $0.9 million for each of six months ended March 31, 2025 and 2024. None of the intangible assets with definite useful lives are anticipated to have a residual value.

The following table presents the estimated future amortization expense related to intangible assets as of March 31, 2025:

Year Ending September 30,	Amortization Expense (in thousands)
2025 (remainder)	$ 849
2026	1,700
2027	1,700
2028	1,700
2029	795
2030 and thereafter	967
Total	$ 7,711

NOTE 6. STOCKHOLDERS' EQUITY

The following table summarizes the Company's shares of common stock and preferred stock:

			Shares		
	Par Value		Authorized	Issued	Outstanding
				(in thousands)	
As of March 31, 2025					
Common stock	$	0.001	290,000	138,062	138,062
Preferred stock	$	0.001	5,000	—	—
As of September 30, 2024					
Common stock	$	0.001	290,000	124,376	124,376
Preferred stock	$	0.001	5,000	—	—

As of March 31, 2025 and September 30, 2024, respectively, 10,134,173 and 11,492,293 shares of common stock were reserved for issuance upon exercise of options and vesting of restricted stock units granted or available for grant under the Company's 2013 and 2021 Incentive Plans, as well as for other inducement grants made to new employees under Rule 5635(c)(4) of the Nasdaq Listing Rules.

On November 25, 2024, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with an institutional and accredited investor for a private placement of pre-funded warrants to purchase shares of common stock with an exercise price of $0.001 per share ("Avoro Pre-Funded Warrants"). Pursuant to the Securities Purchase Agreement, the Company sold pre-funded warrants to purchase up to 917,441 shares of common stock at a purchase price of $27.25 per pre-funded warrant, for an aggregate value of approximately $25.0 million. The outstanding Avoro Pre-Funded Warrants are exercisable at any time and do not have an expiration date.

The Company determined that the Avoro Pre-Funded Warrants are freestanding financial instruments because they (i) are immediately exercisable, (ii) do not embody an obligation for the Company to repurchase its shares, (iii) permit the holders to receive a fixed number of shares of common stock upon exercise, and (iv) are indexed to the Company's common stock. As such, the Company evaluated the Avoro Pre-Funded Warrants to determine whether they represent instruments that require liability classification pursuant to the guidance in ASC 480. However, the Company concluded that the Avoro Pre-Funded Warrants are not a liability within the scope of ASC 480 due to their characteristics. Further, the Company determined that the Avoro Pre-Funded Warrants do not meet the definition of a derivative under ASC 815 because they do not meet the criteria regarding no or little initial net investment. Accordingly, the Company assessed the Avoro Pre-Funded Warrants relative to the guidance in ASC 815-40, *Contracts in Entity's Own Equity*, to determine the appropriate treatment. The Company concluded that the Avoro Pre-funded Warrants are both indexed to its own stock and meet all other conditions for equity classification. Accordingly, the Company has classified the Avoro Pre-funded Warrants as permanent equity. As of March 31, 2025, no shares underlying the Avoro Pre-Funded Warrants had been exercised.

In connection with the Sarepta Collaboration Agreement, on November 25, 2024, the Company entered into the Stock Purchase Agreement with an affiliate of Sarepta for a private placement of shares of common stock of the Company (the "Private Placement"). Pursuant to the Stock Purchase Agreement, the Company sold 11,926,301 shares of common stock, at a price per share of $27.25, for an aggregate value of approximately $325.0 million. The Private Placement closed on February 7, 2025.

On December 2, 2022, the Company entered into an open market sale agreement (the "Open Market Sale Agreement"), pursuant to which the Company may, from time to time, sell up to $250,000,000 in shares of the Company's common stock through Jefferies LLC, acting as the sales agent and/or principal, in an at-the-market offering ("ATM Offering"). The Company is not required to sell shares under the Open Market Sale Agreement. The Company will pay Jefferies LLC a commission of up to 3.0% of the aggregate gross proceeds received from all sales of the common stock under the Open Market Sale Agreement. Unless otherwise terminated, the ATM Offering shall terminate upon the earlier of (i) the sale of all shares of common stock subject to the Open Market Sale Agreement and (ii) the termination of the Open Market Sale Agreement as permitted therein. The Company and Jefferies may each terminate the Open Market Sale Agreement at any time upon prior notice. As of March 31, 2025, no shares have been issued under the Open Market Sale Agreement.

NOTE 7. COMMITMENTS AND CONTINGENCIES

Litigation

From time to time, the Company may be subject to various claims and legal proceedings in the ordinary course of business. If the potential loss from any claim, asserted or unasserted, or legal proceeding is considered probable and the amount is reasonably estimable, the Company will accrue a liability for the estimated loss. There were no contingent liabilities recorded as of March 31, 2025.

Commitments

The Company owns land in the Verona Technology Park in Verona, Wisconsin, where it has constructed an approximately 160,000 square foot drug manufacturing facility and an approximately 140,000 square foot laboratory and office facility to support manufacturing process development and analytical activities.

As of March 31, 2025, the build-out of these facilities was completed, with total costs incurred of $292.6 million. The Company has an expected outstanding balance of approximately $3.7 million remaining to be settled.

NOTE 8. LEASES

Pasadena, California: The Company leases 49,000 square feet of office space located at 177 East Colorado Blvd. for its corporate headquarters from 177 Colorado Owner, LLC, which lease expires on April 30, 2027. The lease contains an option to renew for one additional five-year term. The Company is not reasonably certain that it will exercise this option to renew and therefore it is not included in right-of-use assets and liabilities as of March 31, 2025.

San Diego, California: The Company leases 144,000 square feet of office and research and development laboratory space located at 10102 Hoyt Park from 11404 & 11408 Sorrento Valley Owner, LLC, which lease expires on April 30, 2038. Pursuant to the lease, within twelve months of the expiration of the initial 15-year term, the Company has the option to extend the lease for up to one additional ten-year term, with certain annual increases in base rent. The Company is not reasonably certain that it will exercise this option to renew and therefore it is not included in right-of-use assets and liabilities as of March 31, 2025.

The lease agreement, as amended, granted the Company the right to receive an Additional Tenant Improvement Allowance ("ATIA") funded by the lessor. The Company received $30.8 million in ATIA, including a final payment of $3.1 million during the first quarter of fiscal 2024. As a result, the Company remeasured its lease liability and right-of-use assets to reflect these additional allowances and the related increased lease payments. The Company has further concluded that these ATIAs have no effects on the classification of the lease.

Madison, Wisconsin: The Company leases 107,000 square feet space located at 502 South Rosa Road for its office and laboratory facilities, which lease expires on September 30, 2031. The lease contains options to renew for two terms of five years. The Company is not reasonably certain that it will exercise this option and therefore it is not included in right-of-use assets and liabilities as of March 31, 2025.

The components of lease assets and liabilities along with their classification on the Company's consolidated balance sheets were as follows:

Lease Assets and Liabilities	Classification	March 31, 2025	September 30, 2024
		(in thousands)	
Operating lease assets	Right-of-use assets	$ 44,452	$ 45,255
Current operating lease liabilities	Lease liabilities	6,782	6,342
Non-current operating lease liabilities	Lease liabilities, net of current portion	107,529	111,027

Lease Cost	Classification	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024	Six Months Ended March 31, 2025	Six Months Ended March 31, 2024
		(in thousands)			
Operating lease cost	Research and development	$ 2,709	$ 2,572	$ 5,520	$ 5,566
	General and administrative expense	500	491	993	967
Variable lease cost [1]	Research and development	951	836	1,937	1,615
	General and administrative expense	—	—	—	—
Total		$ 4,160	$ 3,899	$ 8,450	$ 8,148

(1) Variable lease cost is primarily related to operating expenses associated with the Company's operating leases.

There was no short-term lease cost during the three and six months ended March 31, 2025 and 2024, respectively.

The following table presents maturities of operating lease liabilities on an undiscounted basis as of March 31, 2025:

Year	Amounts
	(in thousands)
2025 (remainder)	$ 7,776
2026	15,799
2027	14,974
2028	13,619
2029	13,905
2030 and thereafter	114,790
Total	$ 180,863
Less imputed interest	$ (66,552)
Total operating lease liabilities (includes current portion)	$ 114,311

Supplemental cash flow and other information related to leases was as follows:

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024	Six Months Ended March 31, 2025	Six Months Ended March 31, 2024
	(in thousands)			
Cash received for amounts included in the measurement of lease liabilities:				
Operating cash flows from operating leases	$ —	$ —	$ —	$ 3,099
Right-of-use assets obtained in exchange for amended operating lease liabilities	$ —	$ —	$ —	$ 64
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows from operating leases	$ 3,840	$ 2,046	$ 7,680	$ 4,016

	March 31, 2025	March 31, 2024
Weighted-average remaining lease term (in years)	12.1	13.0
Weighted-average discount rate	8.0 %	8.0 %

NOTE 9. STOCK-BASED COMPENSATION

The Company has three plans that provide for equity-based compensation.

Under the 2013 Incentive Plan (the "2013 Plan"), 2,391,211 shares of the Company's common stock are reserved for grants of stock options and restricted stock awards to employees and directors as of March 31, 2025.

Under the 2021 Incentive Plan (the "2021 Plan"), 8,000,000 shares (subject to certain adjustments) of the

Company's common stock are reserved for grants of stock options, stock appreciation rights, restricted and unrestricted stock, performance awards, cash awards and other awards convertible into or otherwise based on shares of the Company's common stock. The maximum number of shares authorized under the 2021 Plan will be (i) reduced by any shares subject to awards made under the 2013 Plan after January 1, 2021, and (ii) increased by any shares subject to outstanding awards under the 2013 Plan as of January 1, 2021 that, after January 1, 2021, are canceled, expired, forfeited or otherwise not issued under such awards (other than as a result of being tendered or withheld to pay the exercise price or withholding taxes in connection with any such awards) or settled in cash. As of March 31, 2025, the total number of shares available for issuance was 2,282,102 shares, which includes 166,023 and 331,638 shares that were forfeited under the 2013 and 2021 Plans, respectively, and 6,215,559 shares have been granted under the 2021 Plan.

Under the Company's Inducement Plan (the "Inducement Plan"), 832,950 shares of the Company's common stock are authorized for issuance pursuant to grants of stock options, stock appreciation rights, restricted and unrestricted stock, stock units (including restricted stock units), performance awards, cash awards, and other awards convertible into or otherwise based on shares of the Company's common stock. Awards under the Inducement Plan may only be granted to new employees of the Company in accordance with the provisions of Rule 5635(c)(4) of the Nasdaq Listing Rules. As of March 31, 2025, the total number of shares remaining available for issuance was 392,611 shares, and 507,340 shares have been granted under the Inducement Plan.

In addition, prior to adoption of the Inducement Plan, the Company previously granted stand-alone inducement awards in the form of stock options and restricted stock units outside of the Company's equity plans to new employees under Rule 5635(c)(4) of the Nasdaq Listing Rules. As of March 31, 2025, there were 602,355 and 151,500 shares underlying outstanding stand-alone inducement options and restricted stock units, respectively.

The following table presents a summary of awards outstanding attributable to Arrowhead Pharmaceuticals, Inc.:

	March 31, 2025			
	2013 Plan	2021 Plan	Inducement Awards	Total
Granted and outstanding awards:				
Options	891,211	32,151	602,355	1,525
Restricted stock units	1,500,000	3,939,734	494,009	5,933
Total	2,391,211	3,971,885	1,096,364	7,459

The following table summarizes stock-based compensation expenses included in operating expenses:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2025	2024	2025	2024
	(in thousands)			
Research and development	$ 7,264	$ 7,097	$ 14,110	$ 1
General and administrative	7,817	9,491	15,147	1
Total	$ 15,081	$ 16,588	$ 29,257	$ 3

Stock Option Awards

The following table presents a summary of the stock option activity for the six months ended March 31, 2025:

	Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding at September 30, 2024	1,978,516	$ 23.39		
Granted	—	—		
Cancelled or expired	(30,466)	43.12		
Exercised	(422,333)	7.67		
Outstanding at March 31, 2025	1,525,717	$ 27.35	3.7	$ 3,831,887
Exercisable at March 31, 2025	1,525,717	$ 27.35	3.7	$ 3,831,887

The aggregate intrinsic values represent the amount by which the market price of the underlying stock exceeds the exercise price of the option. The total intrinsic value of the options exercised during the three months ended March 31, 2025 and 2024 was $3.7 million and $2.5 million, respectively. The total intrinsic value of the options exercised during the six months ended March 31, 2025 and 2024 was $4.6 million and $3.1 million, respectively.

Stock-based compensation expense related to stock options outstanding for the three months ended March 31, 2025 and 2024, was $3.0 thousand and $0.6 million, respectively. Stock-based compensation expense related to stock options outstanding for the six months ended March 31, 2025 and 2024, was $0.1 million and $2.1 million, respectively.

As of March 31, 2025, the pre-tax compensation expense for all outstanding unvested stock options is considered nominal.

The fair value of each stock option award is estimated on the date of grant using the Black-Scholes option pricing model. The Black-Scholes option pricing model was developed for use in estimating the fair value of traded options, which do not have vesting restrictions and are fully transferable. The determination of the fair value of each stock option is affected by the Company's stock price on the date of grant, as well as assumptions regarding a number of highly complex and subjective variables. Because the Company's employee stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, the existing models do not necessarily provide a reliable single measure of the fair value of its employee stock options. No options were granted during the six months ended March 31, 2025 and 2024.

Visirna ESOP: On October 1, 2023, Visirna, a subsidiary of the Company, granted 7,500,000 stock options to its employees from the Employee Stock Option Plan (the "Visirna ESOP"), which authorizes 20,000,000 shares for issuance. The Visirna ESOP is independently managed by Visirna, including the valuation process. For the three months ended March 31, 2025 and 2024, stock-based compensation expense related to the Visirna ESOP was $0.9 million and $1.2 million, respectively. For the six months ended March 31, 2025 and 2024, stock-based compensation expense related to the Visirna ESOP was $1.9 million and $3.2 million, respectively.

Restricted Stock Units

Restricted Stock Units ("RSUs"), including market-based, time-based and performance-based awards, have been granted under the Company's 2013 and 2021 Plans, the Inducement Plan, and as inducements awards granted outside of the Company's equity-based compensation plans. At vesting, each outstanding RSU will be exchanged for one share of the Company's common stock. RSU awards generally vest subject to the satisfaction of service requirements or the satisfaction of both service requirements and achievement of certain performance targets.

The following table summarizes the activity of the Company's RSUs:

	Number of RSUs	Weighted-Average Grant Date Fair Value Per Share
Outstanding at September 30, 2024	4,913,312	$ 49.61
Granted	2,576,819	19.88
Vested	(1,337,263)	44.15
Forfeited	(219,125)	33.97
Outstanding at March 31, 2025	5,933,743	$ 38.49

The fair value of RSUs was determined based on the closing price of the Company's common stock on the grant date, with consideration given to the probability of achieving service and/or performance conditions for awards.

For the three months ended March 31, 2025 and 2024, the Company recorded $15.1 million and $16.0 million of expense related to RSUs, respectively. For the six months ended March 31, 2025 and 2024, the Company recorded $29.2 million and $32.2 million of expense related to RSUs, respectively. As of March 31, 2025, there was $97.9 million of total unrecognized compensation cost related to RSUs that is expected to be recognized over a weighted-average period of 1.8 years.

NOTE 10. FAIR VALUE MEASUREMENTS

The Company employs a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair

value. The Company's valuation techniques and inputs used to measure fair value and the definition of the three levels (Level 1, Level 2, and Level 3) of the fair value hierarchy are disclosed in Note 10 - Fair Value Measurements of Notes to Consolidated Financial Statements of Part IV, "Item 15. Exhibits and Financial Statement Schedules" of its Annual Report on Form 10-K for the year ended September 30, 2024.

The Company uses prices and inputs that are current as of the measurement date, including during periods of market disruption. In periods of market disruption, the ability to observe prices and inputs may be reduced for many instruments. This condition could cause an instrument to be reclassified from Level 1 to Level 2, or from Level 2 to Level 3. The Company recognizes transfers between levels at either the actual date of the event or a change in circumstances that caused the transfer. As of March 31, 2025 and September 30, 2024, the Company did not have any financial assets or financial liabilities based on Level 3 measurements.

The following table presents information about the Company's assets and liabilities measured at fair value on a recurring basis, and indicates the fair value hierarchy of the valuation techniques utilized by the Company:

	March 31, 2025			
	Level 1	Level 2	Level 3	Total
	(in thousands)			
Available-for-sale securities				
U.S. government and agency securities	$ —	$ 277,170	$ —	$ 277,170
Commercial notes	—	113,387	—	113,387
Corporate debt securities	—	521,143	—	521,143
Total available-for-sale securities	—	911,700	—	911,700
Cash equivalents				
Money market instruments	137,535	—	—	137,535
Commercial notes	—	28,908	—	28,908
Total cash equivalents	137,535	28,908	—	166,443
Total financial assets	$ 137,535	$ 940,608	$ —	$ 1,078,143

	September 30, 2024			
	Level 1	Level 2	Level 3	Total
	(in thousands)			
Available-for-sale securities				
U.S. government and agency securities	$ —	$ 160,723	$ —	$ 160,723
Commercial notes	—	179,714	—	179,714
Corporate debt securities	—	237,839	—	237,839
Total available-for-sale securities	—	578,276	—	578,276
Cash equivalents				
Money market instruments	66,966	—	—	66,966
Total cash equivalents	66,966	—	—	66,966
Total financial assets	$ 66,966	$ 578,276	$ —	$ 645,242

NOTE 11. LIABILITY RELATED TO THE SALE OF FUTURE ROYALTIES

In November 2022, the Company and Royalty Pharma entered into the Royalty Pharma Agreement, pursuant to which Royalty Pharma agreed to pay up to $410.0 million in cash to the Company in consideration for the Company's future royalty interest in olpasiran, originally developed by the Company and licensed to Amgen in September 2016 under the Olpasiran Agreement.

Pursuant to the Royalty Pharma Agreement, Royalty Pharma paid $250.0 million upfront and agreed to pay up to an additional $160.0 million in aggregate one-time milestone payments due if and when the following milestone events occur: (i) $50.0 million on completion of enrollment in the OCEAN Phase 3 clinical trial for olpasiran, (ii) $50.0 million upon receipt of FDA approval of olpasiran for an approved indication (reduction in the risk of myocardial infarction, urgent

coronary revascularization, or coronary heart disease death in adults with established cardiovascular disease and elevated Lp(a)), and (iii) $60.0 million upon Royalty Pharma's receipt of at least $70.0 million of royalty payments under the Royalty Pharma Agreement in any single calendar year. During the third quarter of fiscal 2024, Amgen completed enrollment of the Phase 3 OCEAN(a) outcomes trial of olpasiran, which triggered a $50.0 million milestone payment that the Company received in the same quarter.

In consideration for the payment of the foregoing amounts under the Royalty Pharma Agreement, Royalty Pharma is entitled to receive all royalties otherwise payable by Amgen to the Company under the Olpasiran Agreement. The Company remains eligible to receive any milestone payments potentially payable by Amgen under the Olpasiran Agreement.

The Company has evaluated the terms of the Royalty Pharma Agreement and concluded, in accordance with the relevant accounting guidance, that the Company accounted for the transaction as debt and the funding of $250.0 million and $50.0 million from Royalty Pharma were recorded as liabilities related to the sale of future royalties on its consolidated balance sheets. The Company is not obligated to repay these funds received under the Royalty Pharma Agreement.

The Company records the obligations at their carrying value using the effective interest method. In order to amortize the sale of future royalties, the Company utilizes the prospective method to estimate the future royalties to be paid by the Company to the counterparty over the life of the arrangement. Under the prospective method, a new effective interest rate is determined based on the revised estimate of remaining cash flows. The new rate is the discount rate that equates the present value of the revised estimate of remaining cash flows with the carrying amount of the debt, and it will be used to recognize non-cash interest expense for the remaining periods. The Company periodically assesses the amount and the timing of expected royalty payments using a combination of internal projections and forecasts from external sources. The estimates of future net product sales (and resulting royalty payments) are based on key assumptions including population, penetration, probability of success and sales price, among others. To the extent such payments are greater or less than the Company's initial estimates or the timing of such payments is different than its original estimates, the Company will prospectively adjust the amortization of the royalty financing obligations and the effective interest rate. As of March 31, 2025, the estimated effective interest rate was 6.3%.

The following table presents the activity with respect to the liability related to the sale of future royalties.

	March 31, 2025	September 30, 2024
	(in thousands)	
Beginning carrying value	$ 341,361	$ 268,326
Milestone payment received	—	50,000
Non-cash interest expense recognized	10,915	23,035
Ending carrying value	$ 352,276	$ 341,361

NOTE 12. FINANCING AGREEMENT

On August 7, 2024 (the "Closing Date"), the Company entered into the Financing Agreement with the guarantors party thereto, the lenders party thereto (the "Lenders"), and Sixth Street Lending Partners ("Sixth Street"), as the administrative agent and collateral agent for the Lenders. The Financing Agreement establishes a senior secured term loan facility of $500.0 million (the "Credit Facility"), consisting of $400.0 million funded on the Closing Date and an additional $100.0 million available at the Company's option, subject to mutual agreement with Sixth Street, over the seven-year term. The loans under the Credit Facility bear interest at an annual rate 15.0%, and the interest is paid in kind and added to the outstanding principal balance of the Credit Facility each period. The outstanding principal balance of this Credit Facility, including amounts representing accrued but unpaid interest previously paid in kind, is due and payable on August 7, 2031.

The Company is permitted to use the net proceeds for working capital, capital expenditures and general corporate purposes of the Company and its subsidiaries.

The Company will have the right to prepay loans under the Credit Facility at any time. The Company is required to partially repay loans under the Credit Facility with proceeds from certain asset sales, condemnation events and extraordinary receipts, subject, in some cases, to reinvestment rights. If the Company repays in full the aggregate principal outstanding under the Credit Facility and such payment in full occurs on or prior to August 7, 2028, the Company will be required to make an additional payment to the lenders under the Credit Facility on such date in an amount necessary for the lenders to achieve a multiple of two times on invested capital of the aggregate principal amount funded on the Closing Date. If such payment in full occurs after August 7, 2028, the Company will be required to make an additional payment to the lenders under the Credit Facility on such date in an amount necessary for the lenders to achieve the greater of the

multiple of two times on invested capital of the aggregate principal amount funded on the Closing Date and the present value of all interest payments that would have been payable from such date through the maturity date of the Credit Facility.

On November 26, 2024, the Company entered into an amendment to the Financing Agreement (the "Amendment") to modify, amongst other things, some of the prepayment terms of the loans under the Credit Facility, including, the prepayment terms related to the Sarepta Collaboration Agreement. The Amendment was effective on February 14, 2025, following the closing of the Sarepta Collaboration Agreement and receipt of the $500.0 million upfront payment from Sarepta. As a result, the Company paid $150.0 million of the loans under the Credit Facility during the second quarter of fiscal 2025.

The Amendment was accounted for as a debt modification under ASC 470-50, *"Debt—Modification and extinguishments*" since the amendment did not result in substantially different terms. In connection with the Amendment, the Company did not incur significant third-party fees.

The Company also paid $1.6 million during the second quarter of fiscal 2025, representing 65% of the milestone payments from GSK under the Credit Facility term. See Note 2.

All obligations under the Financing Agreement will be secured on a first-priority basis, subject to certain exceptions, by security interests in substantially all assets of the Company and material subsidiaries of the Company, including its intellectual property, and will be guaranteed by material subsidiaries of the Company, including foreign subsidiaries, subject to certain exceptions.

The Financing Agreement contains customary covenants, including, without limitation, a financial covenant to maintain liquidity (cash, cash equivalents and investments) of at least $100.0 million if the Company's market capitalization is above $1.5 billion, and negative covenants that, subject to certain exceptions, restrict indebtedness, liens, investments (including acquisitions), fundamental changes, asset sales and licensing transactions, dividends, modifications to material agreements, payment of subordinated indebtedness, and other matters customarily restricted in such agreements. The Company is subject to restrictions on sales and licensing transactions with respect to certain core intellectual property, subject to certain exceptions, including certain transactions related to areas outside the United States, United Kingdom, European Union, Japan and China.

The Financing Agreement contains certain embedded features that were identified and evaluated as not material to the consolidated financial statements.

The outstanding balance of the Credit Facility consisted of the following:

	March 31, 2025	September 30, 2024
	(in thousands)	
Initial Term Loan	$ 400,000	$ 400,000
Accumulated interest on the Initial Term Loan	39,687	9,000
Less: Unamortized debt discount and issuance costs	(14,135)	(15,817)
Less: Current portion of credit facility	(65,000)	—
Less: Payments	(151,625)	—
Credit facility, net of current portion	$ 208,927	$ 393,183

The following table sets forth total interest expense recognized related to the Credit Facility:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2025	2024	2025	2024
	(in thousands)			
Amortization of debt discount and issuance costs	$ 1,129	$ —	$ 1,682	$ —
Contractual interest expense	15,009	—	30,687	—
Total interest expense	$ 16,138	$ —	$ 32,369	$ —

The amounts shown in the table below, related to the Credit Facility, represent the maximum payments the Company is obligated to make to the Lenders during the indicated periods. Principal repayment of up to $160.0 million is scheduled through the fifth year, in line with the contractual terms of the Credit Facility. Actual payments may vary and could be lower than the amounts presented in the table.

Year	Amounts
	(in thousands)
2025 (remainder)	$ 50,000
2026	40,000
2027	40,000
2028	15,000
2029	15,000
Thereafter	203,063
Total	$ 363,063

NOTE 13. NET INCOME (LOSS) PER SHARE

The following table presents the computation of basic and diluted net income (loss) per share for the three and six months ended March 31, 2025 and 2024.

	Three Months Ended March 31,		Six Months Ended March 31,	
	2025	2024	2025	2024
	(in thousands, except per share amounts)			
Numerator:				
Net income (loss) attributable to Arrowhead Pharmaceuticals, Inc.	$ 370,445	$ (125,300)	$ 197,360	$ (258,164)
Denominator:				
Weighted-average basic shares outstanding [(1)]	133,363	123,285	129,059	115,307
Effect of dilutive securities	1,121	—	1,206	—
Weighted-average diluted shares outstanding [(1)]	134,484	123,285	130,265	115,307
Basic net income (loss) per share	$ 2.78	$ (1.02)	$ 1.53	$ (2.24)
Diluted net income (loss) per share	$ 2.75	$ (1.02)	$ 1.52	$ (2.24)

(1) Includes shares of common stock into which the Avoro Pre-Funded Warrants may be exercised. See Note 6.

The following table sets forth the potentially dilutive securities that have been excluded from the calculation of diluted net income (loss) per share because to include them would be anti-dilutive.

	Three Months Ended March 31,		Six Months Ended March 31,	
	2025	2024	2025	2024
	(in thousands)			
Options	760	595	750	657
Restricted stock units	5,289	3,411	4,567	3,931
Total	6,049	4,006	5,317	4,588

NOTE 14. INCOME TAXES

The Company's estimated annual effective tax rate significantly fluctuates for fiscal year 2025 with small changes to the Company’s estimated income. For the three months ended March 31, 2025, the Company has recorded a discrete income tax expense of $1.8 million. The income tax provision for the three months ended March 31, 2024, resulted in no tax expense. For the six months ended March 31, 2025, the Company has recorded a discrete income tax expense of $1.9 million and for the six months ended March 31, 2024, the Company has recorded a discrete income tax benefit of $3.3 million. Income tax expense for the three and six months ended March 31, 2025 was based on actual year to date income recorded and statutory tax rates.

The Company does not anticipate any changes in its unrecognized tax benefits over the next 12 months. Due to the presence of net operating loss carryforwards, all of the income tax years remain open for examination domestically. The Company has not been notified that it is under audit by the Internal Revenue Service or foreign taxing authorities; however, the Company has been notified of an income tax examination by the state of California. There are no other audits in any other jurisdictions.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and we intend that such forward-looking statements be subject to the safe harbors created thereby. For this purpose, any statements contained in this Quarterly Report on Form 10-Q except for historical information may be deemed to be forward-looking statements. Without limiting the generality of the foregoing, words such as "may," "might," "will," "expect," "believe," "anticipate," "goal," "endeavor," "strive," "intend," "plan," "project," "could," "estimate," "target," "might," "forecast," "potential," or "continue" or the negative of these words or other variations thereof or comparable terminology are intended to identify forward-looking statements. In addition, any statements that refer to projections of our future financial performance, trends in our business, or other characterizations of future events or circumstances are forward-looking statements. These forward-looking statements include, but are not limited to, statements about the initiation, timing, progress and results of our preclinical studies and clinical trials, and our research and development programs, our expectations regarding regulatory approval for and commercial launch of plozasiran; our expectations regarding the potential benefits of the partnership, licensing and/or collaboration arrangements and other strategic arrangements and transactions we have entered into or may enter into in the future; our beliefs and expectations regarding the amount and timing of future milestone, royalty or other payments that could be due to or from third parties under existing agreements; and our estimates regarding future revenues, research and development expenses, capital requirements and payments to third parties.

The forward-looking statements included herein are based on current expectations of our management based on available information and involve a number of risks and uncertainties, all of which are difficult or impossible to predict accurately, and many of which are beyond our control. As such, our actual results or outcomes and timing of certain events may differ materially from those discussed, projected, anticipated or indicated in any forward-looking statements. Forward-looking statements are not guarantees of future performance and our actual results of operations, financial condition and cash flows may differ materially. Factors that may cause or contribute to such differences include, but are not limited to, those discussed in more detail in "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" of Part I and "Item 1A. Risk Factors" of Part II of this Quarterly Report on Form 10-Q as well as "Item 1. Business" and "Item 1A. Risk Factors" of Part I and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of Part II of our most recent Annual Report on Form 10-K. Readers should carefully review these risks, as well as the additional risks described in other documents we file from time to time with the Securities and Exchange Commission (the "SEC"). In light of the significant risks and uncertainties inherent in the forward-looking information included herein, the inclusion of such information should not be regarded as a representation by us or any other person that such results will be achieved, and readers are cautioned not to place undue reliance on such forward-looking information. Statements made herein are as of the date of the filing of this Quarterly Report on Form 10-Q with the SEC and should not be relied upon as of any subsequent date. Except as may be required by law, we disclaim any intent to revise the forward-looking statements contained herein to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

OVERVIEW

The Company develops medicines that treat intractable diseases by silencing the genes that cause them. Using a broad portfolio of RNA chemistries and efficient modes of delivery, the Company's therapies trigger the RNAi interference mechanism to induce rapid, deep and durable knockdown of target genes. RNAi is a mechanism present in living cells that inhibits the expression of a specific gene, thereby affecting the production of a specific protein. RNAi-based therapeutics may leverage this natural pathway of gene silencing to target and shut down specific disease-causing genes.

The Company believes that TRiM™ enabled therapeutics offer several potential advantages over prior generations and competing technologies, including: simplified manufacturing and reduced costs; multiple routes of administration including subcutaneous injection and inhaled administration; the ability to target multiple tissue types including liver, lung, central nervous system (CNS), muscle, and adipose tissue; and the potential for improved safety and reduced risk of intracellular buildup, because there are fewer metabolites from smaller, simpler molecules.

The Company's pipeline includes:

- Hypertriglyceridemia - plozasiran (formerly ARO-APOC3);
- Homozygous familial hypercholesterolemia (HoFH) - zodasiran (formerly ARO-ANG3);
- Cardiovascular disease - olpasiran (formerly AMG 890 or ARO-LPA, out-licensed to Amgen);

- Inflammatory pulmonary conditions - ARO-RAGE;
- Idiopathic pulmonary fibrosis - SRP-1002 (formerly ARO-MMP7, out-licensed to Sarepta);
- Metabolic-dysfunction associated steatohepatitis (MASH) - GSK-4532990 (formerly ARO-HSD, out licensed to GSK);
- Alpha-1 antitrypsin deficiency (AATD) - fazirsiran (formerly ARO-AAT, a collaboration with Takeda);
- Chronic Hepatitis B virus - daplusiran/tomligisiran - GSK5637608 (formerly JNJ-3989 and ARO-HBV, out-licensed to GSK);
- Complement mediated diseases - ARO-C3 and ARO-CFB;
- Metabolic-dysfunction associated steatohepatitis (MASH) - ARO-PNPLA3 (formerly JNJ-75220795 or ARO-JNJ1);
- Obesity - ARO-INHBE and ARO- ALK7
- Facioscapulohumeral muscular dystrophy -SRP-1001 (formerly ARO-DUX4, out-licensed to Sarepta);
- Dystrophia myotonica protein kinase (DMPK) - SRP1003 (formerly ARO-DM1 out-licensed to Sarepta; and
- Spinocerebellar ataxia 2 -SRP-1004 (formerly ARO-ATXN2, out-licensed to Sarepta).

The Company operates lab facilities in California and Wisconsin, where its research and development activities, including the development of RNAi therapeutics, take place. The Company's principal executive offices are located in Pasadena, California.

The Company continues to develop other clinical candidates for future clinical trials. Clinical candidates are tested internally and through Good Laboratory Practice (GLP) toxicology studies at outside laboratories. Drug materials for such studies and clinical trials are either manufactured internally or contracted to third-party manufacturers. The Company engages third-party contract research organizations (CROs) to manage clinical trials and works cooperatively with such organizations on all aspects of clinical trial management, including plan design, patient recruiting, and follow up. These outside costs, including toxicology/efficacy testing and manufacturing costs, as well as the preparation for and administration of clinical trials, are referred to as "candidate costs." As clinical candidates progress through clinical development, candidate costs will increase.

The First Half of Fiscal 2025 Business Highlights

Key recent developments through fiscal 2025 included the following:

- Announced Topline results from Part 2 of a Phase 1/2 clinical study of ARO-C3, the Company's investigational RNAi therapeutic designed to reduce liver production of complement component 3 (C3) as a potential therapy for various complement mediated diseases. ARO-C3 achieved reductions in alternative pathway complement activity and proteinuria;
- Showcased preclinical data supporting the advancement of two first-in-class clinical stage, RNAi-based investigational therapeutics being developed by the Company for the treatment of obesity and metabolic diseases;
- Announced preclinical results on ARO-ALK7, which is the first RNAi-based therapy designed to silence adipocyte expression of the ACVR1 to reduce the production of Activin receptor-like kinase 7 (ALK7), which acts as a receptor in a pathway that regulates energy homeostasis in adipose tissue. Arrowhead received regulatory clearance to initiate a Phase 1/2a clinical trial of ARO-ALK7 in New Zealand, which the company anticipates will begin dosing in the second quarter of 2025;
- Entered into a global licensing and collaboration agreement with Sarepta Therapeutics, Inc (*"*Sarepta*"*) on November 25, 2024, which closed on February 7, 2025. Closing of the transaction was subject to the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and other customary conditions. Upon closing, the Company received $325.0 million through the purchase of 11,926,301 shares of Company common stock by Sarepta, at a price per share of $27.25, and received $500.0 million as an upfront payment on February 24, 2025. The Company will also receive $250.0 million to be paid in equal installments over five years and is eligible to receive an additional $300.0 million in near-term payments. Additionally, the Company is eligible to receive royalties on commercial sales and up to approximately $10.0 billion in future potential milestone payments;
- Submitted a New Drug Application (NDA) to the U.S. Food and Drug Administration (FDA) on November 16, 2024, which was accepted for filing on January 17, 2025. The FDA provided a Prescription Drug User Fee Act (PDUFA) action date of November 18, 2025, and indicated it is not currently planning to hold an advisory committee meeting;

- GSK dosed its fifth patient in a Phase 2 trial in December 2024, triggering a $2.5 million milestone payment to the Company which was paid in the second quarter of fiscal 2025;
- Announced that the Company has dosed the first subjects in a Phase 1/2a clinical trial of ARO-INHBE; and
- Presented interim results from a Phase 1/2a clinical study of ARO-CFB at the 8th Complement-Based Drug Development Summit. The study resulted in multiple promising findings including: (1) ARO-CFB led to dose dependent reductions in circulating CFB protein by up to 90% with greater than 3 months duration, (2) single and multiple doses of ARO-CFB led to near complete inhibition of alternative pathway activity based on Wieslab AP, and (3) single and multiple doses of ARO-CFB led to near complete inhibition of alternative pathway hemolytic activity, measured by AH50.

Net income attributable to Arrowhead Pharmaceuticals, Inc. was $370.4 million for the three months ended March 31, 2025 and net loss attributable to Arrowhead Pharmaceuticals, Inc. was $125.3 million for the three months ended March 31, 2024. Net income attributable to Arrowhead Pharmaceuticals, Inc. was $197.4 million for the six months ended March 31, 2025 and net loss attributable to Arrowhead Pharmaceuticals, Inc. was $258.2 million for the six months ended March 31, 2024. Net income per diluted share was $2.75 for the three months ended March 31, 2025 and net loss per diluted share was $1.02 for the three months ended March 31, 2024. Net income per diluted share was $1.52 for the six months ended March 31, 2025 and net loss per diluted share was $2.24 for the six months ended March 31, 2024.

The increase in net income for the three and six months ended March 31, 2025 was due to an increase in revenue from the Company's Sarepta Collaboration Agreement partially offset by research and development expenses, which have continued to increase as the Company's pipeline of candidates has expanded and progressed through clinical trial phases.

The Company had $185.7 million of cash, cash equivalents and restricted cash and $911.7 million in available-for-sale securities as of March 31, 2025, as compared to $102.7 million of cash, cash equivalents and restricted cash and $578.3 million in available-for-sale securities as of September 30, 2024. Based upon the Company’s current cash and investment resources and operating plan, the Company expects to have sufficient liquidity to fund operations for at least the next twelve months from the date of the issuance of these unaudited consolidated financial statements.

Critical Accounting Estimates

There have been no significant changes to the Company’s critical accounting estimates disclosed in the most recent Annual Report on Form 10-K for the fiscal year ended September 30, 2024.

RESULTS OF OPERATIONS

The following data summarizes the Company’s results of operations for the following periods indicated:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2025	2024	2025	2024
	(in thousands, except per share amounts)			
Revenue	$ 542,709	$ —	$ 545,209	$ 3,551
Operating income (loss)	$ 381,202	$ (126,191)	$ 219,790	$ (262,736)
Net income (loss) attributable to Arrowhead Pharmaceuticals, Inc.	$ 370,445	$ (125,300)	$ 197,360	$ (258,164)
Net income (loss) per diluted share attributable to Arrowhead Pharmaceuticals, Inc.	$ 2.75	$ (1.02)	$ 1.52	$ (2.24)

Revenue

Total revenue for the three months ended March 31, 2025 increased by $542.7 million from the same periods of 2024. Total revenue for the six months ended March 31, 2025 increased by $541.7 million from the same periods of 2024. The change was primarily driven by the revenue recognition associated with GSK and Sarepta license agreements as discussed below.

The Company has evaluated each agreement in accordance with FASB Topic 808–*Collaborative Arrangements* and Topic 606-*Revenue for Contracts from Customers*. See Note 2 — Collaboration and License Agreements of the Notes to Consolidated Financial Statements of Part I, “Item 1. Financial Statements” for more information on revenue recognized under the collaboration and license agreements.

GSK: On December 11, 2023, the Company entered into the GSK-HBV Agreement pursuant to which GSK received a worldwide, exclusive license to develop and commercialize daplusiran/tomligisiran (GSK5637608, formerly JNJ-3989), the Company's third-generation subcutaneously administered RNAi therapeutic candidate being developed as a potential therapy for patients with chronic hepatitis B virus infection.

Under the terms of the GSK-HBV Agreement, the Company received $2.7 million in December 2023, upon signing the GSK-HBV Agreement. Further, GSK dosed the fifth patient in a Phase 2 trial in December 2024, triggering a $2.5 million milestone payment to the Company which was paid in the second quarter of fiscal 2025. During the six months ended March 31, 2025, the Company recorded $2.5 million revenue.

Takeda: In October 2020, Takeda and the Company entered into the Takeda License Agreement. The Company has allocated the total $300.0 million initial transaction price to its one distinct performance obligation for the fazirsiran license and the associated Takeda R&D Services. Revenue was recognized using the input method (based on actual patient visits completed versus total estimated visits completed for the ongoing SEQUOIA and AROAAT2002 clinical studies). The Phase 2 study visits for patients in the SEQUOIA and AROAAT2002 studies concluded by December 31, 2023, and the Company has substantially completed its performance obligation under the Takeda License Agreement. As such, all revenue has been fully recognized as of December 31, 2023. During the six months ended March 31, 2024, the Company recorded $0.9 million revenue.

Sarepta: On November 25, 2024, the Company entered into the Sarepta Collaboration Agreement and Stock Purchase Agreement with Sarepta for the development and commercialization of multiple clinical and preclinical programs in rare, genetic diseases of the muscle, central nervous system, and lungs. During the six months ended March 31, 2025, the Company recorded $542.7 million in revenue. As of March 31, 2025, no revenue was recorded for the milestone payments or royalties, as none had been achieved.

Operating Expenses

The analysis below details the operating expenses and discusses the expenditures of the Company within the major expense categories. For purposes of comparison, the amounts for the three and six months ended March 31, 2025 and 2024 are shown in the tables below.

Research and Development (R&D) Expenses

R&D expenses are related to the Company's research and development discovery efforts and related candidate costs, which are comprised primarily of outsourced costs related to the manufacturing of clinical supplies, toxicity/efficacy studies and clinical trial expenses. Internal costs primarily relate to discovery operations at the Company's research facilities in California and Wisconsin, including facility costs and laboratory-related expenses. The Company does not separately track R&D expenses by individual research and development projects, or by individual drug candidates. The Company operates in a cross-functional manner across projects and does not separately allocate facilities-related costs, candidate costs, discovery costs, compensation expenses, depreciation and amortization expenses, and other expenses related to research and development activities.

The following tables provide details of research and development expenses for the periods indicated:

(in thousands)	Three Months Ended March 31, 2025	% of Expense Category	Three Months Ended March 31, 2024	% of Expense Category	Increase (Decrease) $	Increase (Decrease) %
Candidate costs	$ 71,191	54 %	$ 41,129	41 %	$ 30,062	73 %
R&D discovery costs	14,806	11 %	17,562	17 %	(2,756)	(16)%
Salaries	26,907	20 %	24,921	25 %	1,986	8 %
Facilities related	6,737	5 %	5,923	6 %	814	14 %
Total research and development expense, excluding non-cash expense	$ 119,641	90 %	$ 89,535	89 %	$ 30,106	34 %
Stock compensation	7,888	6 %	7,487	7 %	401	5 %
Depreciation and amortization	5,573	4 %	4,100	4 %	1,473	36 %
Total research and development expense	$ 133,102	100 %	$ 101,122	100 %	$ 31,980	32 %

(in thousands)	Six Months Ended March 31, 2025	% of Expense Category	Six Months Ended March 31, 2024	% of Expense Category	Increase (Decrease) $	Increase (Decrease) %
Candidate costs	$ 148,087	55 %	$ 94,085	43 %	$ 54,002	57 %
R&D discovery costs	27,742	10 %	39,102	18 %	(11,360)	(29)%
Salaries	54,052	20 %	47,516	22 %	6,536	14 %
Facilities related	14,487	5 %	12,465	6 %	2,022	16 %
Total research and development expense, excluding non-cash expense	$ 244,368	90 %	$ 193,168	89 %	$ 51,200	27 %
Stock compensation	15,437	6 %	16,494	7 %	(1,057)	(6)%
Depreciation and amortization	10,299	4 %	7,951	4 %	2,348	30 %
Total research and development expense	$ 270,104	100 %	$ 217,613	100 %	$ 52,491	24 %

Candidate costs increased $30.1 million, or 73%, for the three months ended March 31, 2025 and $54.0 million, or 57%, for the six months ended March 31, 2025 compared to the same periods of 2024. This increase was primarily due to the additional progression of the Company's pipeline of candidates into and through clinical trials, which resulted in higher manufacturing, outsourced clinical trial, and toxicity study costs.

R&D discovery costs decreased $2.8 million, or 16%, for the three months ended March 31, 2025 and $11.4 million, or 29%, for the six months ended March 31, 2025 compared to the same periods of 2024. This decrease was primarily driven by strategic shifts toward clinical development and commercial launch. R&D discovery costs are influenced by the Company's ongoing discovery efforts, continued advancements into novel therapeutic areas and tissue types, and increasing costs related to CNS studies and lab supplies.

Salaries consist of salary, bonuses, payroll taxes, and related benefits for the Company's R&D personnel. Salaries expense increased $2.0 million, or 8%, for the three months ended March 31, 2025 and $6.5 million, or 14%, for the six months ended March 31, 2025 compared to the same periods of 2024. The increase was primarily due to an increase in R&D headcount that has occurred as the Company has expanded its pipeline of candidates, in addition to annual salary increases.

Facilities-related expense includes lease costs for the Company's research and development facilities in San Diego, California and in Madison and Verona, Wisconsin. These expenses increased $0.8 million, or 14%, for the three months ended March 31, 2025 and $2.0 million, or 16%, for the six months ended March 31, 2025 compared to the same periods of 2024. This increase was primarily due to property taxes charged to the laboratory and office facilities in Verona, Wisconsin, which completed their build out during the first quarter of fiscal 2024.

Stock compensation expense, a non-cash expense, is based up the valuation of stock options and restricted stock units granted to employees. Stock compensation expense increased $0.4 million, or 5%, for the three months ended March 31, 2025, which was primarily due to an increase in R&D headcount. Stock compensation decreased $1.1 million, or 6%, for the six months ended March 31, 2025 compared to the same periods of 2024. The decrease was primarily due to the cancellation of awards upon the departure of employees.

Depreciation and amortization expense, a non-cash expense, relates to depreciation on buildings, lab equipment and leasehold improvements. These expenses increased $1.5 million, or 36% for the three months ended March 31, 2025 and $2.3 million, or 30%, for the six months ended March 31, 2025 compared to the same periods of 2024. The increase was primarily attributed to completion of the build out of facilities in Verona, Wisconsin, and the commencement of depreciation.

The Company anticipates these R&D expenses to continue to increase as its pipeline of candidates grows and progresses to later phase clinical trials, in addition to inflationary pressure on goods and services and the labor market.

General & Administrative Expenses

The following tables provide details of general and administrative expenses for the periods indicated:

(in thousands)	Three Months Ended March 31, 2025	% of Expense Category	Three Months Ended March 31, 2024	% of Expense Category	Increase (Decrease) $	Increase (Decrease) %
Salaries	$ 7,857	28 %	$ 7,088	28 %	$ 769	11 %
Professional, outside services, and other	10,815	37 %	6,278	25 %	4,537	72 %
Facilities related	1,082	4 %	1,015	4 %	67	7 %
Total general & administrative expense, excluding non-cash expenses	$ 19,754	69 %	$ 14,381	57 %	$ 5,373	37 %
Stock compensation	8,140	29 %	10,263	41 %	(2,123)	(21)%
Depreciation and amortization	511	2 %	425	2 %	86	20 %
Total general & administrative expenses	$ 28,405	100 %	$ 25,069	100 %	$ 3,336	13 %

(in thousands)	Six Months Ended March 31, 2025	% of Expense Category	Six Months Ended March 31, 2024	% of Expense Category	Increase (Decrease) $	Increase (Decrease) %
Salaries	$ 15,188	27 %	$ 13,347	27 %	$ 1,841	14 %
Professional, outside services, and other	20,941	38 %	11,500	24 %	9,441	82 %
Facilities related	2,367	4 %	2,040	4 %	327	16 %
Total general & administrative expense, excluding non-cash expense	$ 38,496	69 %	$ 26,887	55 %	$ 11,609	43 %
Stock compensation	15,799	29 %	20,950	43 %	(5,151)	(25)%
Depreciation and amortization	1,020	2 %	837	2 %	183	22 %
Total general & administrative expense	$ 55,315	100 %	$ 48,674	100 %	$ 6,641	14 %

Salaries expense increased $0.8 million, or 11%, for the three months ended March 31, 2025 and $1.8 million, or 14%, for the six months ended March 31, 2025 compared to the same periods of 2024. The increase was driven by the combination of annual salary increases and increased headcount required to support the Company's growth.

Professional, outside services, and other expenses include costs related to legal, audit, consulting, patent filings, business insurance, other external services, as well as travel, communication, and technology expenses. This expense increased $4.5 million, or 72%, for the three months ended March 31, 2025 and $9.4 million, or 82%, for the six months ended March 31, 2025 compared to the same periods of 2024. The increase was mainly due to professional services associated with commercialization and business development efforts.

Facilities related expense primarily includes rental costs and other facilities-related costs for the Company's corporate headquarters in Pasadena, California.

Stock compensation expense, a non-cash expense, is based on the valuation of stock options and restricted stock units granted to employees. This expense decreased $2.1 million, or 21%, for the three months ended March 31, 2025 and $5.2 million, or 25%, for the six months ended March 31, 2025 compared to the same periods of 2024. The decrease was primarily due to lower compensation costs related to performance awards, as the timing of these expenses can vary based on the achievement of related performance targets.

Depreciation and amortization expense, a noncash expense, was primarily related to amortization of leasehold improvements for the Company's corporate headquarters.

The Company anticipates these general and administrative expenses to continue to increase as its pipeline of candidates grows and progresses to later phase clinical trials including commercialization efforts, in addition to inflationary pressure on goods and services and the labor market.

Other Income (Expense)

Other income (expense) is primarily related to interest income and expense. Other expense increased $10.8 million and $22.3 million for the three and six months ended March 31, 2025 compared to the same periods of 2024. The increase was primarily due to non-cash interest expense associated with the liability related to the sale of future royalties and the Credit Facility, partially offset by higher income from increased investment yields due to higher average cash balance.

LIQUIDITY AND CAPITAL RESOURCES

The Company has historically financed its operations through the sale of its equity securities, credit facility, revenue from its licensing and collaboration agreements, and the sale of certain future royalties. Research and development activities have required significant capital investment since the Company's inception and are expected to continue to require significant cash expenditure as the Company's pipeline continues to expand and matures into later stage clinical trials, including commercialization efforts.

The Company's cash, cash equivalents and restricted cash was $185.7 million as of March 31, 2025 compared to $102.7 million as of September 30, 2024. Cash invested in available-for-sale securities was $911.7 million as of March 31, 2025 compared to $578.3 million as of September 30, 2024.

On December 2, 2022, the Company entered into an open market sale agreement (the "Open Market Sale Agreement"), pursuant to which the Company may, from time to time, sell up to $250.0 million in shares of the Company's common stock through Jefferies LLC, acting as the sales agent and/or principal, in an at-the-market offering. As of March 31, 2025, no shares have been issued under the Open Market Sale Agreement.

In August 2024, the Company entered into the Credit Facility, which provides for a senior secured term loan facility of $500.0 million, which includes $400.0 million funded on the closing date with an additional $100.0 million at the Company's option during the seven-year term of the agreement. The Company received net proceeds of $388.9 million, after issuance costs as of September 30, 2024.

On November 25, 2024, the Company entered into a licensing and collaboration agreement with Sarepta. Upon closing, the Company received $325.0 million for the purchase of 11,926,301 shares of common stock, at a price per share of $27.25, and received $500.0 million as an upfront payment on February 24, 2025.

The Company believes its current financial resources are sufficient to fund its operations through at least the next twelve months from the date of the issuance of these unaudited consolidated financial statements.

The following table presents a summary of cash flows:

	Six Months Ended March 31,	
	2025	2024
	(in thousands)	
Cash Flow from:		
Operating activities	$ 313,781	$ (210,217)
Investing activities	(343,303)	(204,098)
Financing activities	113,016	431,044
Net increase in cash, cash equivalents and restricted cash	$ 83,494	$ 16,729
Cash, cash equivalents and restricted cash at end of period	$ 185,709	$ 127,704

During the six months ended March 31, 2025, cash flow provided by operating activities was $313.8 million, which was primarily due to $500.0 million of cash received as part of the Sarepta agreement, partially offset by ongoing expenses related to the Company's research and development programs and general and administrative expenses. Cash used in investing activities amounted to $343.3 million, which was primarily attributable to capital expenditures of $12.8 million and investment purchases of $677.9 million, offset by proceeds from maturities of investments of $347.4 million. Cash provided by financing activities of $113.0 million was primarily related to cash received from the issuance of common stock in the Sarepta agreement and pre-funded warrants and stock option exercises (See Note 6 — Stockholders' Equity of Notes to Consolidated Financial Statements of Part I, "Item 1. Financial Statements").

During the six months ended March 31, 2024, cash flow used in operating activities was $210.2 million, which was primarily due to the ongoing expenses related to the Company's research and development programs and general and administrative expenses. Cash used in investing activities was $204.1 million, which was primarily attributable to capital expenditures of $102.7 million and investment purchases of $310.0 million, partially offset by proceeds from sales and maturities of investments of $208.6 million. Cash provided by financing activities of $431.0 million was primarily related to cash received from the issuance of common stock as well as stock option exercises.

Contractual Obligations

There has been no material change in the Company's contractual obligations from that described in Item 7 of its Annual Report on Form 10-K for the year ended September 30, 2024.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There has been no material change in the Company's exposure to market risk from that described in Item 7A of its Annual Report on Form 10-K for the year ended September 30, 2024.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures designed to ensure that information required to be disclosed in its reports filed under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to its management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost benefit relationship of possible controls and procedures.

As required by Rule 13a-15(b) of the Exchange Act, the Company carried out an evaluation, under the supervision and with the participation of its management, including its Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of the end of the quarter covered by this Quarterly Report on Form 10-Q. Based on the foregoing, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There has been no change in the Company's internal control over financial reporting during the Company's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company regularly evaluates its controls and procedures and makes improvements in the design and effectiveness of established controls and procedures and the remediation of any deficiencies which may be identified during this process.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, the Company may be involved in routine legal proceedings, as well as demands, claims and threatened litigation, which arise in the normal course of its business. Litigation can be expensive and disruptive to normal business operations. Moreover, the results of legal proceedings, particularly complex legal proceedings, cannot be predicted with any certainty. There have been no material developments in the legal proceedings that the Company disclosed in Part I, Item 3 of its Annual Report on Form 10-K for the year ended September 30, 2024.

ITEM 1A. RISK FACTORS

The Company's business, results of operations and financial conditions are subject to various risks. These risks are described elsewhere in this Quarterly Report on Form 10-Q and in the Company's other filings with the SEC, including the Company's Annual Report on Form 10-K for the year ended September 30, 2024. There have been no material changes from the risk factors identified in the Company's Annual Report on Form 10-K for the year ended September 30, 2024.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

ITEM 5. OTHER INFORMATION

(a) Severance and Change of Control Agreements

The Company entered into Severance and Change of Control Agreements with each of Daniel Apel and James Hamilton on May 8, 2025 and each of Christopher Anzalone and Patrick O'Brien on May 9, 2025 (the "Severance Agreements"). Under the Severance Agreements, upon a termination of the executive's employment by the Company without "Cause" (and not as a result of the executive's death or disability) or due to the executive's "Resignation for Good Reason" (each quoted term as defined in each Severance Agreement), the Company will provide the following severance benefits: (i) payment of accrued but unpaid base salary, accrued but unused vacation, and any annual cash bonus earned but unpaid for the preceding fiscal year; (ii) a lump sum severance payment equal to six months' worth of the executive's base salary (or, for Dr. Anzalone, 12 months' worth of his base salary, plus a pro-rated portion of his target annual cash bonus for the year in which the termination occurs) (the "Severance Payment"); and (iii) reimbursement of health care continuation premiums for the 12-month period (or, for Dr. Anzalone, the 18-month period) following the termination date.

If the termination of employment described above occurs within the period beginning three months prior to the signing of a definitive agreement that would result in a "Change of Control" (as defined in each Severance Agreement) through the first anniversary of such Change of Control, the Company will provide the following severance benefits in lieu of the benefits described above: (i) payment of accrued but unpaid base salary, accrued but unused vacation, and any annual cash bonus earned but unpaid for the preceding fiscal year; (ii) a lump sum severance payment equal to (a) 12 months' worth (or, for Dr. Anzalone, 24 months' worth) of the executive's base salary, plus (b) one and one-half times (or, for Dr. Anzalone, two times) the executive's target annual cash bonus for the year in which the termination occurs (the "COC Severance Payment"); provided, however, that if the executive has received a Severance Payment, the COC Severance Payment shall be reduced by the amount of such Severance Payment; (iii) reimbursement of health care continuation premiums for the 18-month period following the termination date; and (iv) accelerated vesting of all outstanding equity awards, with any performance-based vesting criteria deemed achieved at the target level of performance (and, if the termination occurs within the permitted period prior to the Change of Control, a lump sum cash payment equal to the value of any equity awards that would have vested had the executive remained employed through the Change of

Control).

The severance benefits provided under the Severance Agreements are subject to each executive's execution and non-revocation of a release of claims in favor of the Company and its affiliates. Further, in the event that any payments or benefits provided under the Severance Agreements or otherwise constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), the executive will receive the portion of such payments and benefits that results in the greatest after-tax benefit to the executive (including after payment of any excise tax under Section 4999 of the Code).

CFO Retirement Letter

As previously announced, Ken Myszkowski is expected to retire as Chief Financial Officer of the Company, effective as of May 13, 2025 (the "Effective Date"). In connection therewith, on May 9, 2025, the Company entered into a transition agreement with Mr. Myszkowski (the "CFO Retirement Letter"). Under the CFO Retirement Letter, Mr. Myszkowski will remain an employee of the Company following the Effective Date through January 31, 2026 (the "Transition Period") to be reasonably available for consultation at the request of his successor, Mr. Apel, and to assist Mr. Apel with certain regulatory filings. In consideration for his services, Mr. Myszkowski will receive a base salary at an annualized rate of $200,000 through the end of the Transition Period, subject to his continued employment. If the Company terminates Mr. Myszkowski's employment without cause prior to the end of the Transition Period, Mr. Myszkowski will receive (i) a lump sum payment equal to three months' worth of his annualized base salary and (ii) an amount equal to the cost of three months of healthcare insurance.

The foregoing descriptions of the Severance Agreements and the CFO Retirement Letter are not complete and are qualified in their entirety by reference to the full texts of the Severance Agreements and the CFO Retirement Letter, copies of which are filed as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5 to this Quarterly Report on Form 10-Q and are incorporated herein by reference.

(c) Trading Plans

During the quarter ended March 31, 2025, no director or officer (as defined in Exchange Act Rule 16a-1(f)) adopted or terminated trading plans intended to satisfy Rule 10b5-1(c), except as set forth in the following table:

Name	Title	Adoption or Termination Date	Plan Start Date	Plan End Date	Shares Vesting and Subject to Sell-To-Cover [1]	Other Shares Being Sold (Subject to Certain Conditions)
Ken Myszkowski	Chief Financial Officer	Terminated on 1/6/2025	6/11/2024	2/28/2025	n/a	115,000
Ken Myszkowski	Chief Financial Officer	1/7/2025	4/10/2025	12/31/2025	n/a	170,599
James Hamilton	Chief Medical Officer, Head of R&D	2/24/2025	5/28/2025	11/30/2026	n/a	60,000
Christopher Anzalone	Chief Executive Officer	Terminated on 3/12/2025	12/4/2024	12/31/2026	2,082,892	n/a

[1] This column indicates the total number of shares vesting in connection with equity awards, not the number of shares to be sold. The actual number of shares to be sold will be a smaller number based on whatever is required to satisfy payment of applicable withholding taxes under sell-to-cover arrangements.

ITEM 6. EXHIBITS

Exhibit Number	Document Description
3.1	Amended and Restated Certificate of Incorporation (incorporated by reference from Exhibit 3.3 of the Company's Form 8-K filed on April 6, 2016)
3.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Arrowhead Pharmaceuticals, Inc. (incorporated by reference from Exhibit 3.2 of the Company's Form 10-Q filed on May 2, 2023)
3.3	Second Amended and Restated Bylaws of Arrowhead Pharmaceuticals, Inc., as amended January 24, 2023(incorporated by reference from Exhibit 3.3 of the Company's Form 10-Q filed on May 2, 2023)
10.1*	Severance and Change of Control Agreement by and between Company and Christopher Anzalone, dated May 9, 2025
10.2*	Severance and Change of Control Agreement by and between Company and Daniel Apel, dated May 8, 2025
10.3*	Severance and Change of Control Agreement by and between Company and Patrick O'Brien, dated May 9, 2025
10.4*	Severance and Change of Control Agreement by and between Company and James Hamilton, dated May 8, 2025
10.5*	CFO Retirement Letter by and between Company and Ken Myszkowski, dated May 9, 2025
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
104*	The cover page from this Quarterly Report on Form 10-Q, formatted in Inline XBRL (included as Exhibit 101)

* Filed herewith.

** Furnished herewith.

† Certain portions of this exhibit were redacted by means of marking such portions with asterisks because the identified portions are (i) not material and (ii) treated as private or confidential by the Company.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: May 12, 2025

ARROWHEAD PHARMACEUTICALS, INC.

By: /s/ Kenneth A. Myszkowski

Kenneth A. Myszkowski
Chief Financial Officer
(Principal Financial Officer and Duly Authorized Officer)

SEVERANCE AND CHANGE OF CONTROL AGREEMENT

This Severance and Change of Control Agreement (the "Agreement"), dated as of May 9, 2025 (the "Effective Date"), is made by and between Arrowhead Pharmaceuticals, Inc., a Delaware corporation (the "Company") and Christopher Anzalone ("Employee").

RECITALS

WHEREAS, the Company considers the continued availability of Employee's services to be in the best interest of the Company and its stockholders and desires to assure the continued services of Employee on behalf of the Company, including through a Change of Control (as defined below); and

WHEREAS, the Company further believes that it is necessary to provide Employee with certain benefits upon termination of Employee's employment, which benefits are intended to provide Employee with financial security and provide sufficient income and encouragement to Employee to remain employed by the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and in consideration of the continuing employment of Employee by the Company, the parties hereto agree as follows:

1. Definitions.

1.1 "Awards" means Employee's outstanding stock options, restricted stock awards, restricted stock units, stock appreciation rights and other equity-based awards granted under the Company Equity Plans, in each case that remain outstanding immediately following a Change of Control.

1.2 "Base Salary" means Employee's gross monthly salary as in effect on the Termination Date, which, for the avoidance of doubt, excludes any bonus or other incentive compensation; provided, however, that in the event of a Resignation for Good Reason as a result of a material diminution in Employee's annualized base salary, "Base Salary" means Employee's gross monthly salary as in effect immediately prior to such diminution (excluding any bonus or other incentive compensation).

1.3 "Cause" shall, if applicable, have the meaning set forth in the Employment Agreement; provided, however, that if there is no Employment Agreement, or if the Employment Agreement does not define "cause" (or a substantially similar term), means:

(a) the Employee's failure to perform his or her duties (other than any such failure resulting from incapacity due to physical or mental illness);

(b) the Employee's failure to comply with any valid and legal directive of the Board or the person to whom the Employee reports;

(c) the Employee's engagement in dishonesty, illegal conduct or misconduct, which is, in each case, materially injurious to the Company or its affiliates;

(d) the Employee's embezzlement, misappropriation or fraud, whether or not related to the Employee's employment with the Company;

(e) the Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs the Employee's ability to perform services for the Company or results in reputational or financial harm to the Company or its affiliates; or

(f) the Employee's violation of a material policy of the Company.

1.4 A "Change of Control" shall have occurred if, and only if:

(a) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity or person, or any syndicate or group deemed to be a person under Section 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act") is or becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company; or

(b) there occurs a reorganization, merger, consolidation or other corporate transaction involving the Company ("Transaction"), in each case, with respect to which the equity holders of the Company immediately prior to such Transaction do not, immediately after the Transaction, own, directly or indirectly, more than 50% of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company or of the securities of any other corporation resulting from such Transaction; or

(c) all or substantially all of the assets of the Company are sold, liquidated or distributed to an unrelated third party, other than in connection with a bankruptcy, insolvency or other similar proceeding, or an assignment for the benefit of creditors.

1.5 A "Change of Control Termination" shall have occurred if Employee's employment with the Company, or any of its subsidiaries or affiliates, is terminated by the Company without Cause (and not due to Employee's death or Disability) or Employee resigns in a Resignation for Good Reason, in each case, during the period beginning on the date that is three months preceding the signing of a definitive agreement, the consummation of which would result in a Change of Control through the first anniversary of the effective date of a Change of Control; provided, however, that any such termination of employment that occurs prior to the occurrence of a Change of Control shall only be considered a "Change of Control Termination" if and when the applicable Change of Control is consummated.

1.6 "Disability" means (a) Employee is unable to engage in any substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months; or (b) Employee has been receiving income replacement benefits for at least three months under an accident and health plan as the result of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months.

1.7 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

1.8 "COBRA Period" means the 18-month period following the Termination Date.

1.9 "COC Severance Payment" means a payment equal to two times the sum of (a) 12 months' worth of Employee's Base Salary, and (b) Employee's target annual cash bonus amount for the year in which the Termination Date occurs.

1.10 "Code" means the Internal Revenue Code of 1986.

1.11 "Company Equity Plans" means the Arrowhead Research Corporation 2004 Equity Incentive Plan, the Arrowhead Research Corporation 2013 Incentive Plan, and any other equity incentive plan of the Company, and any stock option agreements, award notices, stock purchase agreements or other agreements or instruments executed and delivered pursuant thereto.

1.12 "Employment Agreement" means the employment agreement by and between Employee and the Company or any of its affiliates.

1.13 "Release" means a general release, in the form attached hereto as Exhibit A (as may be modified to account for changes in applicable laws), by Employee of all claims against the Company and its affiliates as of the date such general release is executed by Employee.

1.14 "Release Expiration Date" is the date that is 21 days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven days after the Termination Date) or, the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date.

1.15 "Resignation for Good Reason" shall, if applicable, have the meaning set forth in the Employment Agreement; provided, however, that if there is no Employment Agreement, or if the Employment Agreement does not define what shall constitute a termination for "good reason" (or a substantially similar term), then "Resignation for Good Reason" for purposes of this Agreement means a resignation based on any of the following events occurring in each case without Employee's consent, each of which shall constitute "Good Reason," subject to the notice and cure provisions set forth below:

(a) a material diminution in Employee's authority, duties, reporting relationship, or responsibilities;

(b) a material diminution in Employee's annualized base salary;

(c) a material change in geographic location at which the Employee must perform the services; or

(d) any other action or inaction that constitutes a material breach of the terms of an Employment Agreement, if any.

To constitute a Resignation for Good Reason: (i) Employee must provide written notice to the Company within 90 days of the initial existence of the event constituting Good Reason; (ii) Employee may not terminate his or her employment unless the Company fails to remedy the event constituting Good Reason within 30 days after such notice has been deemed given pursuant to this Agreement; and (iii) Employee must terminate employment with the Company no later than 30 days after the end of the 30-day period in which the Company fails to remedy the event constituting Good Reason.

1.16 "Severance Payment" means a payment equal to (a) 12 months' worth of Employee's Base Salary, *plus* (b) a pro-rated portion of Employee's target annual cash bonus amount for the year in which the Termination Date occurs.

1.17 "Termination Date" means the date on which Employee's employment with the Company, or any of its subsidiaries or affiliates, terminates.

2. Benefits on Termination.

2.1 Payment upon Termination of Employment. Subject to Sections 2.3 and 2.4, in the event of the termination of Employee's employment with the Company, or any of its subsidiaries or affiliates, by the Company without Cause (and not due to Employee's death or Disability) or due to Employee's Resignation for Good Reason, in each case, so long as such termination is not a Change of Control Termination:

(a) The Company shall pay, within 30 days following the Termination Date or such earlier time as required by applicable law, Employee all accrued but unpaid Base Salary and all accrued but unused vacation time, each through the date of termination, plus any annual cash bonus payment earned by Employee for the fiscal year preceding the year of termination to the extent unpaid at the time of termination;

(b) The Company shall pay Employee the Severance Payment in one lum-sum payment on the Company's first regular payroll date occurring after 30 days following the Termination Date; and

(c) During the portion, if any, of the COBRA Period that Employee elects to continue coverge for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, the Company shall promptly reimburse Employee on a monthly basis for the amount Employee pays to effect and continue such coverage, reduced by the amount of any employee contribution to such premium payments applicable to active employees. Each payment shall be paid to Employee on the Company's regular payroll date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within 30 days following the date on which the applicable premium payment is due. Employee shall be eligible to receive such reimbursement payments until the earlier of: (i) the last day of the COBRA Period; and (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, the foregoing benefit can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of the reimbursement payment if such payments are found to be discriminatory pursuant to applicable law.

2.2 Payment upon Change of Control Termination. Subject to Sections 2.3 and 2.4, in the event of a Change of Control Termination:

(a) The Company shall pay, within 30 days following the Termination Date or such earlier time as required by applicable law, Employee all accrued but unpaid Base Salary and all accrued but unused vacation time, each through the date of termination, plus any annual cash bonus payment earned by Employee for the fiscal year preceding the year of termination to the extent unpaid at the time of termination;

(b) The Company shall pay Employee the COC Severance Payment in one lum-sum payment on the Company's first regular payroll date occurring after 30 days following the Termination Date; provided, however, that in the event Employee has received a Severance Payment under Section 2.1(b), the COC Severance Payment shall be reduced by the amount of such Severance Payment and payable on the Company's first regular payroll date occurring after 30 days following the effective date of a Change of Control; and

(c) During the portion, if any, of the COBRA Period that Employee elects to continue coverge for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, the Company shall promptly reimburse Employee on a monthly basis for the amount Employee pays to effect and continue such coverage, reduced by the amount of any employee contribution to such premium payments applicable to active employees. Each payment shall be paid to Employee on the Company's regular payroll date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within 30 days following the date on which the applicable premium payment is due. Employee shall be eligible to receive such reimbursement payments until the earlier of: (i) the last day of the COBRA Period; and (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, the foregoing benefit can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of the reimbursement payment if such payments are found to be discriminatory pursuant to applicable law; and

(d) If the Termination Date occurs after the applicable Change of Control is consummated, as of the Termination Date, the vesting of all Awards shall accelerate in full and all rights of repurchase of Award shares shall immediately lapse, with any performance-based vesting criteria deemed achieved at the target level of performance. If the Termination Date occurs prior to the date on which the applicable Change of Control is consummated, the Company shall pay Employee a lump sum cash payment based on the value of any Awards that terminated as a result of Employee's termination of employment, but would have vested had Employee remained employed and the Termination Date had been the date the applicable Change of Control is consummated.

2.3 Employee Release. In consideration for the benefits set forth above in Sections 2.1(b), 2.1(c), 2.2(b), 2.2(c) and 2.2(d), Employee shall execute and deliver the Release no later than the Release Expiration Date and the required revocation period, if any, must fully expire without revocation by Employee (the "Release Requirement"). The Company shall have no obligation to pay or grant the benefits set forth in Section 2.1(b), 2.1(c), 2.2(b), 2.2(c) or 2.2(d) unless Employee satisfies the Release Requirement.

2.4 Other Benefits. In the event that the Employment Agreement provides for specific benefits upon a termination of employment, Change of Control or a Change of Control Termination that are materially more favorable to Employee than like benefits set forth herein, then Employee shall be entitled to those benefits set forth in the Employment Agreement in lieu of the lesser like benefits set forth herein. For the avoidance of doubt, in no event shall Employee be entitled to severance compensation upon a termination of employment under both this Agreement and the Employment Agreement.

3. Excise Tax Cutback.

3.1 Anything in this Agreement to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (collectively, the "Payments"), (a) constitute "parachute payments" within the meaning of Section 280G of the Code, and (b) but for this Section 3 would be subject to the excise tax imposed by Section 4999 of the Code, or any comparable successor provisions (the "Excise Tax"), then Employee's Payments hereunder shall be either (i) provided to Employee in full, or (ii) provided to Employee as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, when taking into account applicable federal, state, local and foreign income and employment taxes, the Excise Tax, and any other applicable taxes, results in the receipt by Employee, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to the Excise Tax.

3.2 In the event the Payments are to be reduced pursuant to Section 3.1, the Payments shall be reduced in the following order: (a) cash payments not subject to Section 409A of the Code; (b) cash payments subject to Section 409A of the Code; (c) equity-based payments and acceleration; and (d) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order. The determination any reduction pursuant to this Section 3 shall be made by a nationally recognized accounting firm selected and paid for by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Employee within 15 business days of the date of termination of service, if applicable, or at such earlier time as is reasonably requested by the Company or the Employee. For purposes of this determination, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. Any determination by the Accounting Firm shall be binding upon the Company and Employee.

4. Dispute Resolution Procedures. Any dispute or claim arising out of this Agreement shall be subject to final and binding arbitration. The arbitration will be conducted by one arbitrator who is a member of the American Arbitration Association (AAA) or of the Judicial Arbitration and Mediation Services (JAMS). The arbitration shall be held in Los Angeles, California. The arbitrator shall have all authority to determine the arbitrability of any claim and enter a final and binding judgment at the conclusion of any proceedings in respect of the arbitration. The party prevailing in the resolution of any such claim will be entitled, in addition to such other relief as may be granted, to an award of all fees and costs incurred in pursuit of the claim (including reasonable attorneys' fees) without regard to any statute, schedule, or rule of court purported to restrict such award.

5. At-Will Employment. Notwithstanding anything to the contrary herein, Employee reaffirms that Employee's employment relationship with the Company is at-will, terminable at any time and for any reason by either the Company or Employee. While certain paragraphs of this Agreement describe events that could occur at a particular time in the future, nothing in this Agreement may be construed as a guarantee of employment of any length.

6. General Provisions.

6.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.

6.2 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns. Employee may not assign, pledge or encumber her interest in this Agreement or any part thereof, provided, however, that the provisions of this Agreement shall inure to the benefit of, and be binding upon Employee's estate.

6.3 No Waiver of Breach. If either party should waive any breach of any provisions of this Agreement, such party shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. The rights granted the parties are cumulative, and the election of one will not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

6.4 Severability. The provisions of this Agreement are severable, and if any provision will be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts of this Agreement, will not be affected.

6.5 Entire Agreement; Amendment. This Agreement, including Exhibit A, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties, oral or written, except those provisions of any Employment Agreement expressly referred to herein. This Agreement may be amended or supplemented only by writing signed by both of the parties hereto.

6.6 Modification; Waivers. No modification, termination or attempted waiver of this Agreement will be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

6.7 Duplicate Counterparts. This Agreement may be executed in duplicate counterparts; each of, which shall be deemed an original; provided, however, such counterparts shall together constitute only one instrument.

6.8 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. As used in this Agreement, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender. The word "or" is not exclusive. Unless the context requires otherwise, all references herein to a law, agreement, instrument or other document shall be deemed to refer to such law, agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof.

6.9 No Mitigation. No payment to which Employee is entitled pursuant to Section 2.1 hereof shall be reduced by reason of compensation or other income received by her for services rendered after termination of her employment with the Company.

6.10 Withholding of Taxes. The Company shall withhold appropriate federal, state, local (and foreign, if applicable) income and employment taxes from any payments hereunder.

6.11 Drafting Ambiguities; Representation by Counsel. Each party to this Agreement and its counsel have reviewed and revised this Agreement and the Release. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the Release or any of the amendments to this Agreement.

6.12 Section 409A Compliance.

(a) This Agreement is intended to comply with the requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder ("Section 409A") or an exemption from Section 409A. The Company shall undertake to administer, interpret, and construe this Agreement in a manner that does not result in the imposition on Employee of any additional tax, penalty, or interest under Section 409A. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

(c) Notwithstanding anything herein to the contrary, in the event that Employee is a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit (whether under this Agreement or otherwise) that is considered deferred compensation under Section 409A payable on account of a "separation from service," and that is not exempt from Section 409A as involuntary separation pay or a short-term deferral (or otherwise), to the extent necessary to avoid the imposition of excise taxes under Section 409A, such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Employee or (B) the date of Employee's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 6.13(c) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum without interest, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(d) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, all such payments shall be made on or before the last day of calendar year following the calendar year in which the expense occurred.

* * *

In witness whereof, this Severance and Change of Control Agreement has been executed as of the date first set forth above.

Arrowhead Pharmaceuticals, Inc.

By: /s/ Patrick O'Brien
Patrick O'Brien, COO & General Counsel

Employee

/s/ Christopher Anzalone
Christopher Anzalone

EXHIBIT A

GENERAL RELEASE

This General Release ("Release") is entered into as of <Date> (the "Effective Date"), is made by ("Employee") with reference to the following facts:

RECITALS

WHEREAS, Employee and Arrowhead Pharmaceuticals, Inc., a Delaware corporation (the "Company") entered into a Severance and Change of Control Agreement dated _____ __, 2024 (the "Agreement"), by which the parties agreed that in certain circumstances Employee would become eligible for severance payments and benefits following certain terminations of employment in exchange for Employee's release of the Company from all claims which Employee may have against the Company.

WHEREAS, Employee desires to dispose of, fully and completely, all claims that Employee may have against the Company in the manner set forth in this Release.

AGREEMENT

1. Release.

(a) For good and valuable consideration, including the consideration set forth in Sections [2.1(b) and 2.1(c)] // [2.2(b), 2.2(c) and 2.2(d)] of the Agreement, Employee, for himself/herself and his/her heirs, successors and assigns, fully releases, and discharges Company, its officers, directors, employees, equity holders, attorneys, accountants, other professionals, insurers and agents (collectively "Agents"), and all entities related to each such party, including, but not limited to, heirs, executors, administrators, personal representatives, assigns, parent, subsidiary and sister corporations, affiliates, partners and co-venturers (collectively "Released Entities"), from all rights, claims, demands, actions, causes of action, liabilities and obligations of every kind, nature and description whatsoever, Employee now has, owns or holds or has at anytime had, owned or held or may have against the Company, Agents or Related Entities from any source whatsoever, whether or not arising from or related to the facts recited in this Release. Employee specifically releases and waives (i) any and all claims arising under any express or implied contract, (ii) any and all claims arising under public policy, tort or common law, (iii) any and all claims arising under federal, state or local law, rule, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), the National Labor Relations Act, the Occupational Safety and Health Act, the Family and Medical Leave Act of 1993, [and] [**California employees:** the California Fair Employment and Housing Act] [**Wisconsin Employees:** the Wisconsin Fair Employment Act, the California Wisconsin Family and Medical Leave Law, the Wisconsin Personnel Records Statute] [and the Age Discrimination in Employment Act ("ADEA")], (iv) any allegations for costs, fees, or other expenses, including attorneys' fees incurred in or with respect to any such claims, (v) any and all rights, benefits or claims Employee may have under any employment contract (including the Agreement), incentive compensation plan or equity-based plan with any Released Entity (including the Company Equity Plans), and (vi) any claim for compensation or benefits of any kind not expressly set forth in the Agreement (collectively, the "Release Claims").

(b) Notwithstanding the foregoing, the Employee is not releasing (a) the right to enforce this agreement, (b) any rights to indemnification pursuant to agreement, by-law, policy or statute, if any, that the Employee maintains, (c) any claim that arises after the date that Employee signs this Release or (d) any claim to vested benefits under an employee benefit plan that is subject to ERISA. Further notwithstanding this release of liability, nothing in this Release prevents Employee from filing any non-legally waivable claim (including a challenge to the validity of this Release) with the Equal Employment Opportunity Commission ("EEOC") or comparable state or local agency or participating in (or cooperating with) any investigation or proceeding conducted by the EEOC or comparable state or local agency or cooperating in any such investigation or proceeding; however, Employee understands and agrees that Employee is waiving any and all rights to recover any monetary or personal relief from a Released Entity as a result of such EEOC or comparable state or local agency or proceeding or subsequent legal actions. Further, nothing in this Release or the Agreement prohibits or restricts Employee from filing a charge or complaint with, or cooperating in any investigation with, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other securities regulatory agency or authority (each, a "Government Agency"). This Release does not limit Employee's right to receive an award for information provided to a Government Agency.

(c) Employee represents and warrants that, as of the time at which Employee signs this Agreement, Employee has not filed or joined any claims, complaints, charges, or lawsuits against any of the Released Entities with any governmental agency or with any state or federal court or arbitrator for, or with respect to, a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the time at which Employee signs this Release. Employee further represents and warrants that Employee has not made any assignment, sale, delivery, transfer or conveyance of any rights Employee has asserted or may have against any of the Released Entities with respect to any Released Claim.

2. Waiver of Certain Claims.

(a) Employee acknowledges that Employee has been advised in writing of Employee's right to consult with an attorney prior to executing the waivers set out in this Release, and that Employee has been given sufficient time [(and at least 21 days following Employee's receipt of this Release)] in which to review and consider this Release. If Employee signs this Release before the expiration of such period, Employee has knowingly and voluntarily waived any longer consideration period than the one provided to Employee. No changes (whether material or immaterial) to this Release shall restart the running of any such period.

(b) This Release is intended as a full and complete release and discharge of any and all claims that Employee may have against the Company or any Agents or Related Entities. In making this release, Employee intends to release the Company, Agents and Related Entities from liability of any nature whatsoever for any claim of damages or injury or for equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to Employee. Employee expressly waives all rights under §1542 of the California Civil Code , which Employee understands provides as follows:

> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Employee acknowledges that Employee may discover facts different from or in addition to those that he/she now believes to be true with respect to this Release. Employee agrees that

this Release shall remain effective notwithstanding the discovery of any different or additional facts.

3. [Revocation Right. Notwithstanding the initial effectiveness of this Release, Employee may revoke the delivery (and therefore the effectiveness) of this Release within the seven-day period beginning on the date Employee executes this Release (such seven-day period being referred to herein as the "Release Revocation Period"). To be effective, such revocation must be in writing signed by Employee and must be delivered personally or by courier to the Company to the Company so that it is received by <Name>, <Address> (email: <Email>) by 11:59 p.m., <Location> time, on the Release Revocation Expiration Date. If an effective revocation is delivered in the foregoing manner and timeframe, the release of claims set forth in Sections 1 and 2 of this Release will be of no force or effect, Employee will not receive the payments, benefits or consideration set forth in Sections [2.1(b) and 2.1(c)] // [2.2(b), 2.2(c) and 2.2(d)] of the Agreement], and the remainder of this Agreement will remain in full force and effect.]

4. Confidentiality Agreement.

(a) Employee acknowledges and reaffirms that Employee's obligations in respect of the At-will Employment, Confidentiality and Proprietary Rights Agreement entered into between the parties on _____ (the "Confidentiality Agreement") shall remain in full force and effect following the execution of this Release, and Employee hereby represents that Employee has complied and will continue to fully comply with those obligations.

(b) Notwithstanding the foregoing, nothing herein or in the Agreement will prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal.

5. Non-disparagement. Employee agrees that Employee will not at any time disparage, criticize or ridicule any of the Released Entities, or make any negative public comments, whether by way of news interviews, posting comments on, or publishing internet blogs or webpages (whether or not done anonymously), publishing or circulating any other form of media, or the expression of Employee's personal views, opinions or judgments to the media, internet blogs and webpages, or otherwise (whether or not done anonymously), or to current or former officers, directors or employees of the Released Entities.

6. Cooperation. Employee agrees that Employee will cooperate with the Company (or its present and former parents, subsidiaries, affiliates or related entities) and its legal counsel in connection with any current or future litigation, pursuant to the issuance of a valid subpoena, relating to matters with which Employee was involved or of which Employee has knowledge or which occurred during Employee's employment at the Company. Such assistance will include,

but not be limited to, depositions and testimony and will continue until such matters are resolved. The Company will provide Employee with reasonable notice whenever possible of the need for cooperation; will make all reasonable efforts to schedule cooperation so as not to interfere with Employee's employment or professional obligations; and will reimburse Employee for all reasonable travel, lodging and meal costs incurred in providing requested assistance.

7. Return of Property. Employee represents that Employee has returned to the Company all company property and equipment of any kind in Employee's possession or control. This includes computer equipment (hardware and software), BlackBerry, iPhone or similar device, credit cards, office keys, security access cards, badges, identification cards and all files, documents, copies (including drafts) of any documentation or information (however stored), relating to the business of the Released Entities, their clients or prospective clients.

8. Nonsolicitation. Employee hereby covenants and agrees that for a period of twelve months following the effective date of this Release, Employee shall not, without the written consent of the Company, either directly or indirectly: solicit, offer employment to, or take any other action intended (or that a reasonable person acting in like circumstances would expect) to have the effect of causing any officer or employee of the Company or any of its subsidiaries or affiliates, to terminate his or her employment and accept employment or become affiliated with or provide services for compensation in any capacity whatsoever to, any business whatsoever that competes with the business of the Company or any of its direct or indirect subsidiaries or affiliates.

9. No Undue Influence. This Release is executed voluntarily and without any duress or undue influence. Employee acknowledges Employee has read this Release and executed it with full and free consent. No provision of this Release shall be construed against any party by virtue of the fact that such party or its counsel drafted such provision or the entirety of this Release. Employee has been advised, and hereby is advised in writing, to discuss this Release with an attorney of Employee’s choice and that Employee has had an adequate opportunity to do so prior to executing this Agreement

10. Third-Party Beneficiaries. Employee expressly acknowledges and agrees that each Released Entity shall be a third-party beneficiary of Sections 1, 2, 4, 5, 6, 7, and 8 of this Release and entitled to enforce such provisions as if it were a party hereto.

11. Entire Agreement. This Release, the Agreement and the Confidentiality Agreement together constitute the entire agreement of the parties with respect to the subject matter of this Release, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties, oral or written.

12. Amendment. This Agreement may be amended or supplemented only by writing signed by Employee and the Company.

13. Incorporation of the Agreement. Sections 4, 6.1, 6.2 6.4, 6.6, and 6.8 of the Agreement are hereby incorporated by references and shall apply as if fully stated herein, *mutatis mutandis*.

14.

Dated: _____ _____

Employee Name

SEVERANCE AND CHANGE OF CONTROL AGREEMENT

This Severance and Change of Control Agreement (the "Agreement"), dated as of May 8, 2025 (the "Effective Date"), is made by and between Arrowhead Pharmaceuticals, Inc., a Delaware corporation (the "Company") and Daniel Apel ("Employee").

RECITALS

WHEREAS, the Company considers the continued availability of Employee's services to be in the best interest of the Company and its stockholders and desires to assure the continued services of Employee on behalf of the Company, including through a Change of Control (as defined below); and

WHEREAS, the Company further believes that it is necessary to provide Employee with certain benefits upon termination of Employee's employment, which benefits are intended to provide Employee with financial security and provide sufficient income and encouragement to Employee to remain employed by the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and in consideration of the continuing employment of Employee by the Company, the parties hereto agree as follows:

1. Definitions.

1.1 "Awards" means Employee's outstanding stock options, restricted stock awards, restricted stock units, stock appreciation rights and other equity-based awards granted under the Company Equity Plans, in each case that remain outstanding immediately following a Change of Control.

1.2 "Base Salary" means Employee's gross monthly salary as in effect on the Termination Date, which, for the avoidance of doubt, excludes any bonus or other incentive compensation; provided, however, that in the event of a Resignation for Good Reason as a result of a material diminution in Employee's annualized base salary, "Base Salary" means Employee's gross monthly salary as in effect immediately prior to such diminution (excluding any bonus or other incentive compensation).

1.3 "Cause" means:

(a) the Employee's failure to perform his or her duties (other than any such failure resulting from incapacity due to physical or mental illness);

(b) the Employee's failure to comply with any valid and legal directive of the Board or the person to whom the Employee reports;

(c) the Employee's engagement in dishonesty, illegal conduct or misconduct, which is, in each case, materially injurious to the Company or its affiliates;

(d) the Employee's embezzlement, misappropriation or fraud, whether or not related to the Employee's employment with the Company;

(e) the Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs the Employee's ability to perform services for the Company or results in reputational or financial harm to the Company or its affiliates; or

(f) the Employee's violation of a material policy of the Company.

1.4 A "Change of Control" shall have occurred if, and only if:

(a) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity or person, or any syndicate or group deemed to be a person under Section 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act") is or becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company; or

(b) there occurs a reorganization, merger, consolidation or other corporate transaction involving the Company ("Transaction"), in each case, with respect to which the equity holders of the Company immediately prior to such Transaction do not, immediately after the Transaction, own, directly or indirectly, more than 50% of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company or of the securities of any other corporation resulting from such Transaction; or

(c) all or substantially all of the assets of the Company are sold, liquidated or distributed to an unrelated third party, other than in connection with a bankruptcy, insolvency or other similar proceeding, or an assignment for the benefit of creditors.

1.5 A "Change of Control Termination" shall have occurred if Employee's employment with the Company, or any of its subsidiaries or affiliates, is terminated by the Company without Cause (and not due to Employee's death or Disability) or Employee resigns in a Resignation for Good Reason, in each case, during the period beginning on the date that is three months preceding the signing of a definitive agreement, the consummation of which would result in a Change of Control through the first anniversary of the effective date of a Change of Control; provided, however, that any such termination of employment that occurs prior to the occurrence of a Change of Control shall only be considered a "Change of Control Termination" if and when the applicable Change of Control is consummated.

1.6 "Disability" means (a) Employee is unable to engage in any substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months; or (b) Employee has been receiving income replacement benefits for at least three months under an accident and health plan as the result of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months.

1.7 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

1.8 "COBRA Period" means the 12-month period following the Termination Date; provided, however, in the event of a Change of Control Termination, "COBRA Period" means the 18-month period following the Termination Date.

1.9 "COC Severance Payment" means a payment equal to (a) 12 months' worth of Employee's Base Salary, *plus* (b) one and one-half times Employee's target annual cash bonus amount for the year in which the Termination Date occurs.

1.10 "Code" means the Internal Revenue Code of 1986.

1.11 "Company Equity Plans" means the Arrowhead Research Corporation 2004 Equity Incentive Plan, the Arrowhead Research Corporation 2013 Incentive Plan, and any other equity incentive plan of the Company, and any stock option agreements, award notices, stock purchase agreements or other agreements or instruments executed and delivered pursuant thereto.

1.12 "Release" means a general release, in the form attached hereto as Exhibit A (as may be modified to account for changes in applicable laws), by Employee of all claims against the Company and its affiliates as of the date such general release is executed by Employee.

1.13 "Release Expiration Date" is the date that is 21 days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven days after the Termination Date) or, the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date.

1.14 "Resignation for Good Reason" for purposes of this Agreement means a resignation based on any of the following events occurring in each case without Employee's consent, each of which shall constitute "Good Reason," subject to the notice and cure provisions set forth below:

(a) a material diminution in Employee's authority, duties, reporting relationship, or responsibilities;

(b) a material diminution in Employee's annualized base salary; or

(c) a material change in geographic location at which the Employee must perform the services.

To constitute a Resignation for Good Reason: (i) Employee must provide written notice to the Company within 90 days of the initial existence of the event constituting Good Reason; (ii) Employee may not terminate his or her employment unless the Company fails to remedy the event constituting Good Reason within 30 days after such notice has been deemed given pursuant to this Agreement; and (iii) Employee must terminate employment with the Company no later than 30 days after the end of the 30-day period in which the Company fails to remedy the event constituting Good Reason.

1.15 "Severance Payment" means a payment equal to 6 months' worth of Employee's Base Salary.

1.16 "Termination Date" means the date on which Employee's employment with the Company, or any of its subsidiaries or affiliates, terminates.

2. Benefits on Termination.

2.1 Payment upon Termination of Employment. Subject to Sections 2.3 and 2.4, in the event of the termination of Employee's employment with the Company, or any of its subsidiaries or affiliates, by the Company without Cause (and not due to Employee's death or Disability) or due to Employee's Resignation for Good Reason, in each case, so long as such termination is not a Change of Control Termination:

(a) The Company shall pay, within 30 days following the Termination Date or such earlier time as required by applicable law, Employee all accrued but unpaid Base Salary and all accrued but unused vacation time, each through the date of termination, plus any annual cash bonus payment earned by Employee for the fiscal year preceding the year of termination to the extent unpaid at the time of termination;

(b) The Company shall pay Employee the Severance Payment in one lum-sum payment on the Company's first regular payroll date occurring after 30 days following the Termination Date; and

(c) During the portion, if any, of the COBRA Period that Employee elects to continue coverge for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, the Company shall promptly reimburse Employee on a monthly basis for the amount Employee pays to effect and continue such coverage, reduced by the amount of any employee contribution to such premium payments applicable to active employees. Each payment shall be paid to Employee on the Company's regular payroll date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within 30 days following the date on which the applicable premium payment is due. Employee shall be eligible to receive such reimbursement payments until the earlier of: (i) the last day of the COBRA Period; and (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, the foregoing benefit can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of the reimbursement payment if such payments are found to be discriminatory pursuant to applicable law.

2.2 Payment upon Change of Control Termination. Subject to Sections 2.3 and 2.4, in the event of a Change of Control Termination:

(a) The Company shall pay, within 30 days following the Termination Date or such earlier time as required by applicable law, Employee all accrued but unpaid Base Salary and all accrued but unused vacation time, each through the date of termination, plus any annual cash bonus payment earned by Employee for the fiscal year preceding the year of termination to the extent unpaid at the time of termination;

(b) The Company shall pay Employee the COC Severance Payment in one lum-sum payment on the Company's first regular payroll date occurring after 30 days following the Termination Date; provided, however, that in the event Employee has received a Severance Payment under Section 2.1(b), the COC Severance Payment shall be reduced by the amount of such Severance Payment and payable on the Company's first regular payroll date occurring after 30 days following the effective date of a Change of Control; and

(c) During the portion, if any, of the COBRA Period that Employee elects to continue coverge for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, the Company shall promptly reimburse Employee on a monthly basis for the amount Employee pays to effect and continue such coverage, reduced by the amount of any employee contribution to such premium payments applicable to active employees. Each payment shall be paid to Employee on the Company's regular payroll date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within 30 days following the date on which the applicable premium payment is due. Employee shall be eligible to receive such reimbursement payments until the earlier of: (i) the last day of the COBRA Period; and (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, the foregoing benefit can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of the reimbursement payment if such payments are found to be discriminatory pursuant to applicable law; and

(d) If the Termination Date occurs after the applicable Change of Control is consummated, as of the Termination Date, the vesting of all Awards shall accelerate in full and all rights of repurchase of Award shares shall immediately lapse, with any performance-based vesting criteria deemed achieved at the target level of performance. If the Termination Date occurs prior to the date on which the applicable Change of Control is consummated, the Company shall pay Employee a lump sum cash payment based on the value of any Awards that terminated as a result of Employee's termination of employment, but would have vested had Employee remained employed and the Termination Date had been the date the applicable Change of Control is consummated.

2.3 Employee Release. In consideration for the benefits set forth above in Sections 2.1(b), 2.1(c), 2.2(b), 2.2(c) and 2.2(d), Employee shall execute and deliver the Release no later than the Release Expiration Date and the required revocation period, if any, must fully expire without revocation by Employee (the "Release Requirement"). The Company shall have no obligation to pay or grant the benefits set forth in Section 2.1(b), 2.1(c), 2.2(b), 2.2(c) or 2.2(d) unless Employee satisfies the Release Requirement.

3. Excise Tax Cutback.

3.1 Anything in this Agreement to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (collectively, the "Payments"), (a) constitute "parachute payments" within the meaning of Section 280G of the Code, and (b) but for this Section 3 would be subject to the excise tax imposed by Section 4999 of the Code, or any comparable successor provisions (the "Excise Tax"), then Employee's Payments hereunder shall be either (i) provided to Employee in full, or (ii) provided to Employee as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, when taking into account applicable federal, state, local and foreign income and employment taxes, the Excise Tax, and any other applicable taxes, results in the receipt by Employee, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to the Excise Tax.

3.2 In the event the Payments are to be reduced pursuant to Section 3.1, the Payments shall be reduced in the following order: (a) cash payments not subject to Section 409A of the Code; (b) cash payments subject to Section 409A of the Code; (c) equity-based payments and acceleration; and (d) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order. The determination any reduction pursuant to this Section 3 shall be made by a nationally recognized accounting firm selected and paid for by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Employee within 15 business days of the date of termination of service, if applicable, or at such earlier time as is reasonably requested by the Company or the Employee. For purposes of this determination, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. Any determination by the Accounting Firm shall be binding upon the Company and Employee.

4. Dispute Resolution Procedures. Any dispute or claim arising out of this Agreement shall be subject to final and binding arbitration. The arbitration will be conducted by one arbitrator who is a member of the American Arbitration Association (AAA) or of the Judicial Arbitration and Mediation Services (JAMS). The arbitration shall be held in Los Angeles, California. The arbitrator shall have all authority to determine the arbitrability of any claim and enter a final and binding judgment at the conclusion of any proceedings in respect of the arbitration. The party prevailing in the resolution of any such claim will be entitled, in addition to such other relief as may be granted, to an award of all fees and costs incurred in pursuit of the claim (including reasonable attorneys' fees) without regard to any statute, schedule, or rule of court purported to restrict such award.

5. At-Will Employment. Notwithstanding anything to the contrary herein, Employee reaffirms that Employee's employment relationship with the Company is at-will, terminable at any time and for any reason by either the Company or Employee. While certain paragraphs of this Agreement describe events that could occur at a particular time in the future, nothing in this Agreement may be construed as a guarantee of employment of any length.

6. General Provisions.

6.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.

6.2 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns. Employee may not assign, pledge or encumber her interest in this Agreement or any part thereof, provided, however, that the provisions of this Agreement shall inure to the benefit of, and be binding upon Employee's estate.

6.3 No Waiver of Breach. If either party should waive any breach of any provisions of this Agreement, such party shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. The rights granted the parties are cumulative, and the election of one will not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

6.4 Severability. The provisions of this Agreement are severable, and if any provision will be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts of this Agreement, will not be affected.

6.5 Entire Agreement; Amendment. This Agreement, including Exhibit A, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties, oral or written. This Agreement may be amended or supplemented only by writing signed by both of the parties hereto.

6.6 Modification; Waivers. No modification, termination or attempted waiver of this Agreement will be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

6.7 Duplicate Counterparts. This Agreement may be executed in duplicate counterparts; each of, which shall be deemed an original; provided, however, such counterparts shall together constitute only one instrument.

6.8 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. As used in this Agreement, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender. The word "or" is not exclusive. Unless the context requires otherwise, all references herein to a law, agreement, instrument or other document shall be deemed to refer to such law, agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof.

6.9 No Mitigation. No payment to which Employee is entitled pursuant to Section 2.1 hereof shall be reduced by reason of compensation or other income received by her for services rendered after termination of her employment with the Company.

6.10 Withholding of Taxes. The Company shall withhold appropriate federal, state, local (and foreign, if applicable) income and employment taxes from any payments hereunder.

6.11 Drafting Ambiguities; Representation by Counsel. Each party to this Agreement and its counsel have reviewed and revised this Agreement and the Release. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the Release or any of the amendments to this Agreement.

6.12 Section 409A Compliance.

(a) This Agreement is intended to comply with the requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder ("Section 409A") or an exemption from Section 409A. The Company shall undertake to administer, interpret, and construe this Agreement in a manner that does not result in the imposition on Employee of any additional tax, penalty, or interest under Section 409A. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

(c) Notwithstanding anything herein to the contrary, in the event that Employee is a "specified employee" within the meaning of that term under Section

409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit (whether under this Agreement or otherwise) that is considered deferred compensation under Section 409A payable on account of a "separation from service," and that is not exempt from Section 409A as involuntary separation pay or a short-term deferral (or otherwise), to the extent necessary to avoid the imposition of excise taxes under Section 409A, such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Employee or (B) the date of Employee's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 6.13(c) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum without interest, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(d) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, all such payments shall be made on or before the last day of calendar year following the calendar year in which the expense occurred.

In witness whereof, this Severance and Change of Control Agreement has been executed as of the date first set forth above.

Arrowhead Pharmaceuticals, Inc.

By: /s/ Christopher Anzalone
Christopher Anzalone, President and CEO

Employee

/s/ Daniel Apel
Daniel Apel

EXHIBIT A

GENERAL RELEASE

This General Release ("Release") is entered into as of <Date> (the "Effective Date"), is made by ("Employee") with reference to the following facts:

RECITALS

WHEREAS, Employee and Arrowhead Pharmaceuticals, Inc., a Delaware corporation (the "Company") entered into a Severance and Change of Control Agreement dated _____ __, 2024 (the "Agreement"), by which the parties agreed that in certain circumstances Employee would become eligible for severance payments and benefits following certain terminations of employment in exchange for Employee's release of the Company from all claims which Employee may have against the Company.

WHEREAS, Employee desires to dispose of, fully and completely, all claims that Employee may have against the Company in the manner set forth in this Release.

AGREEMENT

1. Release.

(a) For good and valuable consideration, including the consideration set forth in Sections [2.1(b) and 2.1(c)] // [2.2(b), 2.2(c) and 2.2(d)] of the Agreement, Employee, for himself/herself and his/her heirs, successors and assigns, fully releases, and discharges Company, its officers, directors, employees, equity holders, attorneys, accountants, other professionals, insurers and agents (collectively "Agents"), and all entities related to each such party, including, but not limited to, heirs, executors, administrators, personal representatives, assigns, parent, subsidiary and sister corporations, affiliates, partners and co-venturers (collectively "Released Entities"), from all rights, claims, demands, actions, causes of action, liabilities and obligations of every kind, nature and description whatsoever, Employee now has, owns or holds or has at anytime had, owned or held or may have against the Company, Agents or Related Entities from any source whatsoever, whether or not arising from or related to the facts recited in this Release. Employee specifically releases and waives (i) any and all claims arising under any express or implied contract, (ii) any and all claims arising under public policy, tort or common law, (iii) any and all claims arising under federal, state or local law, rule, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), the National Labor Relations Act, the Occupational Safety and Health Act, the Family and Medical Leave Act of 1993, [and] [**California employees:** the California Fair Employment and Housing Act] [**Wisconsin Employees:** the Wisconsin Fair Employment Act, the California Wisconsin Family and Medical Leave Law, the Wisconsin Personnel Records Statute] [and the Age Discrimination in Employment Act ("ADEA")], (iv) any allegations for costs, fees, or other expenses, including attorneys' fees incurred in or with respect to any such claims, (v) any and all rights, benefits or claims Employee may have under any employment contract (including the Agreement), incentive compensation plan or equity-based plan with any Released Entity (including the Company Equity Plans), and (vi) any claim for compensation or benefits of any kind not expressly set forth in the Agreement (collectively, the "Release Claims").

(b) Notwithstanding the foregoing, the Employee is not releasing (a) the right to enforce this agreement, (b) any rights to indemnification pursuant to agreement, by-law, policy or statute, if any, that the Employee maintains, (c) any claim that arises after the date that Employee signs this Release or (d) any claim to vested benefits under an employee benefit plan that is subject to ERISA. Further notwithstanding this release of liability, nothing in this Release prevents Employee from filing any non-legally waivable claim (including a challenge to the validity of this Release) with the Equal Employment Opportunity Commission ("EEOC") or comparable state or local agency or participating in (or cooperating with) any investigation or proceeding conducted by the EEOC or comparable state or local agency or cooperating in any such investigation or proceeding; however, Employee understands and agrees that Employee is waiving any and all rights to recover any monetary or personal relief from a Released Entity as a result of such EEOC or comparable state or local agency or proceeding or subsequent legal actions. Further, nothing in this Release or the Agreement prohibits or restricts Employee from filing a charge or complaint with, or cooperating in any investigation with, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other securities regulatory agency or authority (each, a "Government Agency"). This Release does not limit Employee's right to receive an award for information provided to a Government Agency.

(c) Employee represents and warrants that, as of the time at which Employee signs this Agreement, Employee has not filed or joined any claims, complaints, charges, or lawsuits against any of the Released Entities with any governmental agency or with any state or federal court or arbitrator for, or with respect to, a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the time at which Employee signs this Release. Employee further represents and warrants that Employee has not made any assignment, sale, delivery, transfer or conveyance of any rights Employee has asserted or may have against any of the Released Entities with respect to any Released Claim.

2. Waiver of Certain Claims.

(a) Employee acknowledges that Employee has been advised in writing of Employee's right to consult with an attorney prior to executing the waivers set out in this Release, and that Employee has been given sufficient time [(and at least 21 days following Employee's receipt of this Release)] in which to review and consider this Release. If Employee signs this Release before the expiration of such period, Employee has knowingly and voluntarily waived any longer consideration period than the one provided to Employee. No changes (whether material or immaterial) to this Release shall restart the running of any such period.

(b) This Release is intended as a full and complete release and discharge of any and all claims that Employee may have against the Company or any Agents or Related Entities. In making this release, Employee intends to release the Company, Agents and Related Entities from liability of any nature whatsoever for any claim of damages or injury or for equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to Employee. Employee expressly waives all rights under §1542 of the California Civil Code , which Employee understands provides as follows:

> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Employee acknowledges that Employee may discover facts different from or in addition to those that he/she now believes to be true with respect to this Release. Employee agrees that

this Release shall remain effective notwithstanding the discovery of any different or additional facts.

3. [Revocation Right. Notwithstanding the initial effectiveness of this Release, Employee may revoke the delivery (and therefore the effectiveness) of this Release within the seven-day period beginning on the date Employee executes this Release (such seven-day period being referred to herein as the "Release Revocation Period"). To be effective, such revocation must be in writing signed by Employee and must be delivered personally or by courier to the Company to the Company so that it is received by <Name>, <Address> (email: <Email>) by 11:59 p.m., <Location> time, on the Release Revocation Expiration Date. If an effective revocation is delivered in the foregoing manner and timeframe, the release of claims set forth in Sections 1 and 2 of this Release will be of no force or effect, Employee will not receive the payments, benefits or consideration set forth in Sections [2.1(b) and 2.1(c)] // [2.2(b), 2.2(c) and 2.2(d)] of the Agreement], and the remainder of this Agreement will remain in full force and effect.]

4. Confidentiality Agreement.

(a) Employee acknowledges and reaffirms that Employee's obligations in respect of the At-will Employment, Confidentiality and Proprietary Rights Agreement entered into between the parties on _____ (the "Confidentiality Agreement") shall remain in full force and effect following the execution of this Release, and Employee hereby represents that Employee has complied and will continue to fully comply with those obligations.

(b) Notwithstanding the foregoing, nothing herein or in the Agreement will prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal.

5. Non-disparagement. Employee agrees that Employee will not at any time disparage, criticize or ridicule any of the Released Entities, or make any negative public comments, whether by way of news interviews, posting comments on, or publishing internet blogs or webpages (whether or not done anonymously), publishing or circulating any other form of media, or the expression of Employee's personal views, opinions or judgments to the media, internet blogs and webpages, or otherwise (whether or not done anonymously), or to current or former officers, directors or employees of the Released Entities.

6. Cooperation. Employee agrees that Employee will cooperate with the Company (or its present and former parents, subsidiaries, affiliates or related entities) and its legal counsel in connection with any current or future litigation, pursuant to the issuance of a valid subpoena, relating to matters with which Employee was involved or of which Employee has knowledge or which occurred during Employee's employment at the Company. Such assistance will include,

but not be limited to, depositions and testimony and will continue until such matters are resolved. The Company will provide Employee with reasonable notice whenever possible of the need for cooperation; will make all reasonable efforts to schedule cooperation so as not to interfere with Employee's employment or professional obligations; and will reimburse Employee for all reasonable travel, lodging and meal costs incurred in providing requested assistance.

7. Return of Property. Employee represents that Employee has returned to the Company all company property and equipment of any kind in Employee's possession or control. This includes computer equipment (hardware and software), BlackBerry, iPhone or similar device, credit cards, office keys, security access cards, badges, identification cards and all files, documents, copies (including drafts) of any documentation or information (however stored), relating to the business of the Released Entities, their clients or prospective clients.

8. Nonsolicitation. Employee hereby covenants and agrees that for a period of twelve months following the effective date of this Release, Employee shall not, without the written consent of the Company, either directly or indirectly: solicit, offer employment to, or take any other action intended (or that a reasonable person acting in like circumstances would expect) to have the effect of causing any officer or employee of the Company or any of its subsidiaries or affiliates, to terminate his or her employment and accept employment or become affiliated with or provide services for compensation in any capacity whatsoever to, any business whatsoever that competes with the business of the Company or any of its direct or indirect subsidiaries or affiliates.

9. No Undue Influence. This Release is executed voluntarily and without any duress or undue influence. Employee acknowledges Employee has read this Release and executed it with full and free consent. No provision of this Release shall be construed against any party by virtue of the fact that such party or its counsel drafted such provision or the entirety of this Release. Employee has been advised, and hereby is advised in writing, to discuss this Release with an attorney of Employee’s choice and that Employee has had an adequate opportunity to do so prior to executing this Agreement

10. Third-Party Beneficiaries. Employee expressly acknowledges and agrees that each Released Entity shall be a third-party beneficiary of Sections 1, 2, 4, 5, 6, 7, and 8 of this Release and entitled to enforce such provisions as if it were a party hereto.

11. Entire Agreement. This Release, the Agreement and the Confidentiality Agreement together constitute the entire agreement of the parties with respect to the subject matter of this Release, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties, oral or written.

12. Amendment. This Agreement may be amended or supplemented only by writing signed by Employee and the Company.

13. Incorporation of the Agreement. Sections 4, 6.1, 6.2 6.4, 6.6, and 6.8 of the Agreement are hereby incorporated by references and shall apply as if fully stated herein, *mutatis mutandis*.

14.

Dated: _____ _____

Employee Name

SEVERANCE AND CHANGE OF CONTROL AGREEMENT

This Severance and Change of Control Agreement (the "Agreement"), dated as of May 9, 2025 (the "Effective Date"), is made by and between Arrowhead Pharmaceuticals, Inc., a Delaware corporation (the "Company") and Patrick O'Brien ("Employee").

RECITALS

WHEREAS, the Company considers the continued availability of Employee's services to be in the best interest of the Company and its stockholders and desires to assure the continued services of Employee on behalf of the Company, including through a Change of Control (as defined below); and

WHEREAS, the Company further believes that it is necessary to provide Employee with certain benefits upon termination of Employee's employment, which benefits are intended to provide Employee with financial security and provide sufficient income and encouragement to Employee to remain employed by the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and in consideration of the continuing employment of Employee by the Company, the parties hereto agree as follows:

1. Definitions.

1.1 "Awards" means Employee's outstanding stock options, restricted stock awards, restricted stock units, stock appreciation rights and other equity-based awards granted under the Company Equity Plans, in each case that remain outstanding immediately following a Change of Control.

1.2 "Base Salary" means Employee's gross monthly salary as in effect on the Termination Date, which, for the avoidance of doubt, excludes any bonus or other incentive compensation; provided, however, that in the event of a Resignation for Good Reason as a result of a material diminution in Employee's annualized base salary, "Base Salary" means Employee's gross monthly salary as in effect immediately prior to such diminution (excluding any bonus or other incentive compensation).

1.3 "Cause" means:

(a) the Employee's failure to perform his or her duties (other than any such failure resulting from incapacity due to physical or mental illness);

(b) the Employee's failure to comply with any valid and legal directive of the Board or the person to whom the Employee reports;

(c) the Employee's engagement in dishonesty, illegal conduct or misconduct, which is, in each case, materially injurious to the Company or its affiliates;

(d) the Employee's embezzlement, misappropriation or fraud, whether or not related to the Employee's employment with the Company;

(e) the Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs the Employee's ability to perform services for the Company or results in reputational or financial harm to the Company or its affiliates; or

(f) the Employee's violation of a material policy of the Company.

1.4 A "Change of Control" shall have occurred if, and only if:

(a) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity or person, or any syndicate or group deemed to be a person under Section 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act") is or becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company; or

(b) there occurs a reorganization, merger, consolidation or other corporate transaction involving the Company ("Transaction"), in each case, with respect to which the equity holders of the Company immediately prior to such Transaction do not, immediately after the Transaction, own, directly or indirectly, more than 50% of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company or of the securities of any other corporation resulting from such Transaction; or

(c) all or substantially all of the assets of the Company are sold, liquidated or distributed to an unrelated third party, other than in connection with a bankruptcy, insolvency or other similar proceeding, or an assignment for the benefit of creditors.

1.5 A "Change of Control Termination" shall have occurred if Employee's employment with the Company, or any of its subsidiaries or affiliates, is terminated by the Company without Cause (and not due to Employee's death or Disability) or Employee resigns in a Resignation for Good Reason, in each case, during the period beginning on the date that is three months preceding the signing of a definitive agreement, the consummation of which would result in a Change of Control through the first anniversary of the effective date of a Change of Control; provided, however, that any such termination of employment that occurs prior to the occurrence of a Change of Control shall only be considered a "Change of Control Termination" if and when the applicable Change of Control is consummated.

1.6 "Disability" means (a) Employee is unable to engage in any substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months; or (b) Employee has been receiving income replacement benefits for at least three months under an accident and health plan as the result of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months.

1.7 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

1.8 "COBRA Period" means the 12-month period following the Termination Date; provided, however, in the event of a Change of Control Termination, "COBRA Period" means the 18-month period following the Termination Date.

1.9 "COC Severance Payment" means a payment equal to (a) 12 months' worth of Employee's Base Salary, *plus* (b) one and one-half times Employee's target annual cash bonus amount for the year in which the Termination Date occurs.

1.10 "Code" means the Internal Revenue Code of 1986.

1.11 "Company Equity Plans" means the Arrowhead Research Corporation 2004 Equity Incentive Plan, the Arrowhead Research Corporation 2013 Incentive Plan, and any other equity incentive plan of the Company, and any stock option agreements, award notices, stock purchase agreements or other agreements or instruments executed and delivered pursuant thereto.

1.12 "Release" means a general release, in the form attached hereto as Exhibit A (as may be modified to account for changes in applicable laws), by Employee of all claims against the Company and its affiliates as of the date such general release is executed by Employee.

1.13 "Release Expiration Date" is the date that is 21 days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven days after the Termination Date) or, the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date.

1.14 "Resignation for Good Reason" for purposes of this Agreement means a resignation based on any of the following events occurring in each case without Employee's consent, each of which shall constitute "Good Reason," subject to the notice and cure provisions set forth below:

(a) a material diminution in Employee's authority, duties, reporting relationship, or responsibilities;

(b) a material diminution in Employee's annualized base salary; or

(c) a material change in geographic location at which the Employee must perform the services.

To constitute a Resignation for Good Reason: (i) Employee must provide written notice to the Company within 90 days of the initial existence of the event constituting Good Reason; (ii) Employee may not terminate his or her employment unless the Company fails to remedy the event constituting Good Reason within 30 days after such notice has been deemed given pursuant to this Agreement; and (iii) Employee must terminate employment with the Company no later than 30 days after the end of the 30-day period in which the Company fails to remedy the event constituting Good Reason.

1.15 "Severance Payment" means a payment equal to 6 months' worth of Employee's Base Salary.

1.16 "Termination Date" means the date on which Employee's employment with the Company, or any of its subsidiaries or affiliates, terminates.

2. Benefits on Termination.

2.1 Payment upon Termination of Employment. Subject to Sections 2.3 and 2.4, in the event of the termination of Employee's employment with the Company, or any of its subsidiaries or affiliates, by the Company without Cause (and not due to Employee's death or Disability) or due to Employee's Resignation for Good Reason, in each case, so long as such termination is not a Change of Control Termination:

(a) The Company shall pay, within 30 days following the Termination Date or such earlier time as required by applicable law, Employee all accrued but unpaid Base Salary and all accrued but unused vacation time, each through the date of termination, plus any annual cash bonus payment earned by Employee for the fiscal year preceding the year of termination to the extent unpaid at the time of termination;

(b) The Company shall pay Employee the Severance Payment in one lum-sum payment on the Company's first regular payroll date occurring after 30 days following the Termination Date; and

(c) During the portion, if any, of the COBRA Period that Employee elects to continue coverge for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, the Company shall promptly reimburse Employee on a monthly basis for the amount Employee pays to effect and continue such coverage, reduced by the amount of any employee contribution to such premium payments applicable to active employees. Each payment shall be paid to Employee on the Company's regular payroll date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within 30 days following the date on which the applicable premium payment is due. Employee shall be eligible to receive such reimbursement payments until the earlier of: (i) the last day of the COBRA Period; and (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, the foregoing benefit can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of the reimbursement payment if such payments are found to be discriminatory pursuant to applicable law.

2.2 Payment upon Change of Control Termination. Subject to Sections 2.3 and 2.4, in the event of a Change of Control Termination:

(a) The Company shall pay, within 30 days following the Termination Date or such earlier time as required by applicable law, Employee all accrued but unpaid Base Salary and all accrued but unused vacation time, each through the date of termination, plus any annual cash bonus payment earned by Employee for the fiscal year preceding the year of termination to the extent unpaid at the time of termination;

(b) The Company shall pay Employee the COC Severance Payment in one lum-sum payment on the Company's first regular payroll date occurring after 30 days following the Termination Date; provided, however, that in the event Employee has received a Severance Payment under Section 2.1(b), the COC Severance Payment shall be reduced by the amount of such Severance Payment and payable on the Company's first regular payroll date occurring after 30 days following the effective date of a Change of Control; and

(c) During the portion, if any, of the COBRA Period that Employee elects to continue coverge for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, the Company shall promptly reimburse Employee on a monthly basis for the amount Employee pays to effect and continue such coverage, reduced by the amount of any employee contribution to such premium payments applicable to active employees. Each payment shall be paid to Employee on the Company's regular payroll date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within 30 days following the date on which the applicable premium payment is due. Employee shall be eligible to receive such reimbursement payments until the earlier of: (i) the last day of the COBRA Period; and (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, the foregoing benefit can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of the reimbursement payment if such payments are found to be discriminatory pursuant to applicable law; and

(d) If the Termination Date occurs after the applicable Change of Control is consummated, as of the Termination Date, the vesting of all Awards shall accelerate in full and all rights of repurchase of Award shares shall immediately lapse, with any performance-based vesting criteria deemed achieved at the target level of performance. If the Termination Date occurs prior to the date on which the applicable Change of Control is consummated, the Company shall pay Employee a lump sum cash payment based on the value of any Awards that terminated as a result of Employee's termination of employment, but would have vested had Employee remained employed and the Termination Date had been the date the applicable Change of Control is consummated.

2.3 Employee Release. In consideration for the benefits set forth above in Sections 2.1(b), 2.1(c), 2.2(b), 2.2(c) and 2.2(d), Employee shall execute and deliver the Release no later than the Release Expiration Date and the required revocation period, if any, must fully expire without revocation by Employee (the "Release Requirement"). The Company shall have no obligation to pay or grant the benefits set forth in Section 2.1(b), 2.1(c), 2.2(b), 2.2(c) or 2.2(d) unless Employee satisfies the Release Requirement.

3. Excise Tax Cutback.

3.1 Anything in this Agreement to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (collectively, the "Payments"), (a) constitute "parachute payments" within the meaning of Section 280G of the Code, and (b) but for this Section 3 would be subject to the excise tax imposed by Section 4999 of the Code, or any comparable successor provisions (the "Excise Tax"), then Employee's Payments hereunder shall be either (i) provided to Employee in full, or (ii) provided to Employee as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, when taking into account applicable federal, state, local and foreign income and employment taxes, the Excise Tax, and any other applicable taxes, results in the receipt by Employee, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to the Excise Tax.

3.2 In the event the Payments are to be reduced pursuant to Section 3.1, the Payments shall be reduced in the following order: (a) cash payments not subject to Section 409A of the Code; (b) cash payments subject to Section 409A of the Code; (c) equity-based payments and acceleration; and (d) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order. The determination any reduction pursuant to this Section 3 shall be made by a nationally recognized accounting firm selected and paid for by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Employee within 15 business days of the date of termination of service, if applicable, or at such earlier time as is reasonably requested by the Company or the Employee. For purposes of this determination, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. Any determination by the Accounting Firm shall be binding upon the Company and Employee.

4. Dispute Resolution Procedures. Any dispute or claim arising out of this Agreement shall be subject to final and binding arbitration. The arbitration will be conducted by one arbitrator who is a member of the American Arbitration Association (AAA) or of the Judicial Arbitration and Mediation Services (JAMS). The arbitration shall be held in Los Angeles, California. The arbitrator shall have all authority to determine the arbitrability of any claim and enter a final and binding judgment at the conclusion of any proceedings in respect of the arbitration. The party prevailing in the resolution of any such claim will be entitled, in addition to such other relief as may be granted, to an award of all fees and costs incurred in pursuit of the claim (including reasonable attorneys' fees) without regard to any statute, schedule, or rule of court purported to restrict such award.

5. At-Will Employment. Notwithstanding anything to the contrary herein, Employee reaffirms that Employee's employment relationship with the Company is at-will, terminable at any time and for any reason by either the Company or Employee. While certain paragraphs of this Agreement describe events that could occur at a particular time in the future, nothing in this Agreement may be construed as a guarantee of employment of any length.

6. General Provisions.

6.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.

6.2 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns. Employee may not assign, pledge or encumber her interest in this Agreement or any part thereof, provided, however, that the provisions of this Agreement shall inure to the benefit of, and be binding upon Employee's estate.

6.3 No Waiver of Breach. If either party should waive any breach of any provisions of this Agreement, such party shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. The rights granted the parties are cumulative, and the election of one will not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

6.4 Severability. The provisions of this Agreement are severable, and if any provision will be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts of this Agreement, will not be affected.

6.5 Entire Agreement; Amendment. This Agreement, including Exhibit A, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties, oral or written. This Agreement may be amended or supplemented only by writing signed by both of the parties hereto.

6.6 Modification; Waivers. No modification, termination or attempted waiver of this Agreement will be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

6.7 Duplicate Counterparts. This Agreement may be executed in duplicate counterparts; each of, which shall be deemed an original; provided, however, such counterparts shall together constitute only one instrument.

6.8 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. As used in this Agreement, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender. The word "or" is not exclusive. Unless the context requires otherwise, all references herein to a law, agreement, instrument or other document shall be deemed to refer to such law, agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof.

6.9 No Mitigation. No payment to which Employee is entitled pursuant to Section 2.1 hereof shall be reduced by reason of compensation or other income received by her for services rendered after termination of her employment with the Company.

6.10 Withholding of Taxes. The Company shall withhold appropriate federal, state, local (and foreign, if applicable) income and employment taxes from any payments hereunder.

6.11 Drafting Ambiguities; Representation by Counsel. Each party to this Agreement and its counsel have reviewed and revised this Agreement and the Release. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the Release or any of the amendments to this Agreement.

6.12 Section 409A Compliance.

(a) This Agreement is intended to comply with the requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder ("Section 409A") or an exemption from Section 409A. The Company shall undertake to administer, interpret, and construe this Agreement in a manner that does not result in the imposition on Employee of any additional tax, penalty, or interest under Section 409A. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

(c) Notwithstanding anything herein to the contrary, in the event that Employee is a "specified employee" within the meaning of that term under Section

409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit (whether under this Agreement or otherwise) that is considered deferred compensation under Section 409A payable on account of a "separation from service," and that is not exempt from Section 409A as involuntary separation pay or a short-term deferral (or otherwise), to the extent necessary to avoid the imposition of excise taxes under Section 409A, such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Employee or (B) the date of Employee's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 6.13(c) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum without interest, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(d) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, all such payments shall be made on or before the last day of calendar year following the calendar year in which the expense occurred.

* * *

In witness whereof, this Severance and Change of Control Agreement has been executed as of the date first set forth above.

Arrowhead Pharmaceuticals, Inc.

By: /s/ Christopher Anzalone
Christopher Anzalone, President and CEO

Employee

/s/ Patrick O'Brien
Patrick O'Brien

EXHIBIT A

GENERAL RELEASE

This General Release ("Release") is entered into as of <Date> (the "Effective Date"), is made by ("Employee") with reference to the following facts:

RECITALS

WHEREAS, Employee and Arrowhead Pharmaceuticals, Inc., a Delaware corporation (the "Company") entered into a Severance and Change of Control Agreement dated _____ __, 2024 (the "Agreement"), by which the parties agreed that in certain circumstances Employee would become eligible for severance payments and benefits following certain terminations of employment in exchange for Employee's release of the Company from all claims which Employee may have against the Company.

WHEREAS, Employee desires to dispose of, fully and completely, all claims that Employee may have against the Company in the manner set forth in this Release.

AGREEMENT

1. Release.

(a) For good and valuable consideration, including the consideration set forth in Sections [2.1(b) and 2.1(c)] // [2.2(b), 2.2(c) and 2.2(d)] of the Agreement, Employee, for himself/herself and his/her heirs, successors and assigns, fully releases, and discharges Company, its officers, directors, employees, equity holders, attorneys, accountants, other professionals, insurers and agents (collectively "Agents"), and all entities related to each such party, including, but not limited to, heirs, executors, administrators, personal representatives, assigns, parent, subsidiary and sister corporations, affiliates, partners and co-venturers (collectively "Released Entities"), from all rights, claims, demands, actions, causes of action, liabilities and obligations of every kind, nature and description whatsoever, Employee now has, owns or holds or has at anytime had, owned or held or may have against the Company, Agents or Related Entities from any source whatsoever, whether or not arising from or related to the facts recited in this Release. Employee specifically releases and waives (i) any and all claims arising under any express or implied contract, (ii) any and all claims arising under public policy, tort or common law, (iii) any and all claims arising under federal, state or local law, rule, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), the National Labor Relations Act, the Occupational Safety and Health Act, the Family and Medical Leave Act of 1993, [and] [**California employees:** the California Fair Employment and Housing Act] [**Wisconsin Employees:** the Wisconsin Fair Employment Act, the California Wisconsin Family and Medical Leave Law, the Wisconsin Personnel Records Statute] [and the Age Discrimination in Employment Act ("ADEA")], (iv) any allegations for costs, fees, or other expenses, including attorneys' fees incurred in or with respect to any such claims, (v) any and all rights, benefits or claims Employee may have under any employment contract (including the Agreement), incentive compensation plan or equity-based plan with any Released Entity (including the Company Equity Plans), and (vi) any claim for compensation or benefits of any kind not expressly set forth in the Agreement (collectively, the "Release Claims").

(b) Notwithstanding the foregoing, the Employee is not releasing (a) the right to enforce this agreement, (b) any rights to indemnification pursuant to agreement, by-law, policy or statute, if any, that the Employee maintains, (c) any claim that arises after the date that Employee signs this Release or (d) any claim to vested benefits under an employee benefit plan that is subject to ERISA. Further notwithstanding this release of liability, nothing in this Release prevents Employee from filing any non-legally waivable claim (including a challenge to the validity of this Release) with the Equal Employment Opportunity Commission ("EEOC") or comparable state or local agency or participating in (or cooperating with) any investigation or proceeding conducted by the EEOC or comparable state or local agency or cooperating in any such investigation or proceeding; however, Employee understands and agrees that Employee is waiving any and all rights to recover any monetary or personal relief from a Released Entity as a result of such EEOC or comparable state or local agency or proceeding or subsequent legal actions. Further, nothing in this Release or the Agreement prohibits or restricts Employee from filing a charge or complaint with, or cooperating in any investigation with, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other securities regulatory agency or authority (each, a "Government Agency"). This Release does not limit Employee's right to receive an award for information provided to a Government Agency.

(c) Employee represents and warrants that, as of the time at which Employee signs this Agreement, Employee has not filed or joined any claims, complaints, charges, or lawsuits against any of the Released Entities with any governmental agency or with any state or federal court or arbitrator for, or with respect to, a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the time at which Employee signs this Release. Employee further represents and warrants that Employee has not made any assignment, sale, delivery, transfer or conveyance of any rights Employee has asserted or may have against any of the Released Entities with respect to any Released Claim.

2. Waiver of Certain Claims.

(a) Employee acknowledges that Employee has been advised in writing of Employee's right to consult with an attorney prior to executing the waivers set out in this Release, and that Employee has been given sufficient time [(and at least 21 days following Employee's receipt of this Release)] in which to review and consider this Release. If Employee signs this Release before the expiration of such period, Employee has knowingly and voluntarily waived any longer consideration period than the one provided to Employee. No changes (whether material or immaterial) to this Release shall restart the running of any such period.

(b) This Release is intended as a full and complete release and discharge of any and all claims that Employee may have against the Company or any Agents or Related Entities. In making this release, Employee intends to release the Company, Agents and Related Entities from liability of any nature whatsoever for any claim of damages or injury or for equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to Employee. Employee expressly waives all rights under §1542 of the California Civil Code , which Employee understands provides as follows:

> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Employee acknowledges that Employee may discover facts different from or in addition to those that he/she now believes to be true with respect to this Release. Employee agrees that

this Release shall remain effective notwithstanding the discovery of any different or additional facts.

3. [Revocation Right. Notwithstanding the initial effectiveness of this Release, Employee may revoke the delivery (and therefore the effectiveness) of this Release within the seven-day period beginning on the date Employee executes this Release (such seven-day period being referred to herein as the "Release Revocation Period"). To be effective, such revocation must be in writing signed by Employee and must be delivered personally or by courier to the Company to the Company so that it is received by <Name>, <Address> (email: <Email>) by 11:59 p.m., <Location> time, on the Release Revocation Expiration Date. If an effective revocation is delivered in the foregoing manner and timeframe, the release of claims set forth in Sections 1 and 2 of this Release will be of no force or effect, Employee will not receive the payments, benefits or consideration set forth in Sections [2.1(b) and 2.1(c)] // [2.2(b), 2.2(c) and 2.2(d)] of the Agreement], and the remainder of this Agreement will remain in full force and effect.]

4. Confidentiality Agreement.

(a) Employee acknowledges and reaffirms that Employee's obligations in respect of the At-will Employment, Confidentiality and Proprietary Rights Agreement entered into between the parties on _____ (the "Confidentiality Agreement") shall remain in full force and effect following the execution of this Release, and Employee hereby represents that Employee has complied and will continue to fully comply with those obligations.

(b) Notwithstanding the foregoing, nothing herein or in the Agreement will prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal.

5. Non-disparagement. Employee agrees that Employee will not at any time disparage, criticize or ridicule any of the Released Entities, or make any negative public comments, whether by way of news interviews, posting comments on, or publishing internet blogs or webpages (whether or not done anonymously), publishing or circulating any other form of media, or the expression of Employee's personal views, opinions or judgments to the media, internet blogs and webpages, or otherwise (whether or not done anonymously), or to current or former officers, directors or employees of the Released Entities.

6. Cooperation. Employee agrees that Employee will cooperate with the Company (or its present and former parents, subsidiaries, affiliates or related entities) and its legal counsel in connection with any current or future litigation, pursuant to the issuance of a valid subpoena, relating to matters with which Employee was involved or of which Employee has knowledge or which occurred during Employee's employment at the Company. Such assistance will include,

but not be limited to, depositions and testimony and will continue until such matters are resolved. The Company will provide Employee with reasonable notice whenever possible of the need for cooperation; will make all reasonable efforts to schedule cooperation so as not to interfere with Employee's employment or professional obligations; and will reimburse Employee for all reasonable travel, lodging and meal costs incurred in providing requested assistance.

7. Return of Property. Employee represents that Employee has returned to the Company all company property and equipment of any kind in Employee's possession or control. This includes computer equipment (hardware and software), BlackBerry, iPhone or similar device, credit cards, office keys, security access cards, badges, identification cards and all files, documents, copies (including drafts) of any documentation or information (however stored), relating to the business of the Released Entities, their clients or prospective clients.

8. Nonsolicitation. Employee hereby covenants and agrees that for a period of twelve months following the effective date of this Release, Employee shall not, without the written consent of the Company, either directly or indirectly: solicit, offer employment to, or take any other action intended (or that a reasonable person acting in like circumstances would expect) to have the effect of causing any officer or employee of the Company or any of its subsidiaries or affiliates, to terminate his or her employment and accept employment or become affiliated with or provide services for compensation in any capacity whatsoever to, any business whatsoever that competes with the business of the Company or any of its direct or indirect subsidiaries or affiliates.

9. No Undue Influence. This Release is executed voluntarily and without any duress or undue influence. Employee acknowledges Employee has read this Release and executed it with full and free consent. No provision of this Release shall be construed against any party by virtue of the fact that such party or its counsel drafted such provision or the entirety of this Release. Employee has been advised, and hereby is advised in writing, to discuss this Release with an attorney of Employee’s choice and that Employee has had an adequate opportunity to do so prior to executing this Agreement

10. Third-Party Beneficiaries. Employee expressly acknowledges and agrees that each Released Entity shall be a third-party beneficiary of Sections 1, 2, 4, 5, 6, 7, and 8 of this Release and entitled to enforce such provisions as if it were a party hereto.

11. Entire Agreement. This Release, the Agreement and the Confidentiality Agreement together constitute the entire agreement of the parties with respect to the subject matter of this Release, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties, oral or written.

12. Amendment. This Agreement may be amended or supplemented only by writing signed by Employee and the Company.

13. Incorporation of the Agreement. Sections 4, 6.1, 6.2 6.4, 6.6, and 6.8 of the Agreement are hereby incorporated by references and shall apply as if fully stated herein, *mutatis mutandis*.

14.

Dated: _____ _____

Employee Name

SEVERANCE AND CHANGE OF CONTROL AGREEMENT

This Severance and Change of Control Agreement (the "Agreement"), dated as of May 8, 2025 (the "Effective Date"), is made by and between Arrowhead Pharmaceuticals, Inc., a Delaware corporation (the "Company") and James Hamilton ("Employee").

RECITALS

WHEREAS, the Company considers the continued availability of Employee's services to be in the best interest of the Company and its stockholders and desires to assure the continued services of Employee on behalf of the Company, including through a Change of Control (as defined below); and

WHEREAS, the Company further believes that it is necessary to provide Employee with certain benefits upon termination of Employee's employment, which benefits are intended to provide Employee with financial security and provide sufficient income and encouragement to Employee to remain employed by the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and in consideration of the continuing employment of Employee by the Company, the parties hereto agree as follows:

1. Definitions.

1.1 "Awards" means Employee's outstanding stock options, restricted stock awards, restricted stock units, stock appreciation rights and other equity-based awards granted under the Company Equity Plans, in each case that remain outstanding immediately following a Change of Control.

1.2 "Base Salary" means Employee's gross monthly salary as in effect on the Termination Date, which, for the avoidance of doubt, excludes any bonus or other incentive compensation; provided, however, that in the event of a Resignation for Good Reason as a result of a material diminution in Employee's annualized base salary, "Base Salary" means Employee's gross monthly salary as in effect immediately prior to such diminution (excluding any bonus or other incentive compensation).

1.3 "Cause" means:

(a) the Employee's failure to perform his or her duties (other than any such failure resulting from incapacity due to physical or mental illness);

(b) the Employee's failure to comply with any valid and legal directive of the Board or the person to whom the Employee reports;

(c) the Employee's engagement in dishonesty, illegal conduct or misconduct, which is, in each case, materially injurious to the Company or its affiliates;

(d) the Employee's embezzlement, misappropriation or fraud, whether or not related to the Employee's employment with the Company;

(e) the Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs the Employee's ability to perform services for the Company or results in reputational or financial harm to the Company or its affiliates; or

(f) the Employee's violation of a material policy of the Company.

1.4 A "Change of Control" shall have occurred if, and only if:

(a) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity or person, or any syndicate or group deemed to be a person under Section 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act") is or becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company; or

(b) there occurs a reorganization, merger, consolidation or other corporate transaction involving the Company ("Transaction"), in each case, with respect to which the equity holders of the Company immediately prior to such Transaction do not, immediately after the Transaction, own, directly or indirectly, more than 50% of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company or of the securities of any other corporation resulting from such Transaction; or

(c) all or substantially all of the assets of the Company are sold, liquidated or distributed to an unrelated third party, other than in connection with a bankruptcy, insolvency or other similar proceeding, or an assignment for the benefit of creditors.

1.5 A "Change of Control Termination" shall have occurred if Employee's employment with the Company, or any of its subsidiaries or affiliates, is terminated by the Company without Cause (and not due to Employee's death or Disability) or Employee resigns in a Resignation for Good Reason, in each case, during the period beginning on the date that is three months preceding the signing of a definitive agreement, the consummation of which would result in a Change of Control through the first anniversary of the effective date of a Change of Control; provided, however, that any such termination of employment that occurs prior to the occurrence of a Change of Control shall only be considered a "Change of Control Termination" if and when the applicable Change of Control is consummated.

1.6 "Disability" means (a) Employee is unable to engage in any substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months; or (b) Employee has been receiving income replacement benefits for at least three months under an accident and health plan as the result of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months.

1.7 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

1.8 "COBRA Period" means the 12-month period following the Termination Date; provided, however, in the event of a Change of Control Termination, "COBRA Period" means the 18-month period following the Termination Date.

1.9 "COC Severance Payment" means a payment equal to (a) 12 months' worth of Employee's Base Salary, *plus* (b) one and one-half times Employee's target annual cash bonus amount for the year in which the Termination Date occurs.

1.10 "Code" means the Internal Revenue Code of 1986.

1.11 "Company Equity Plans" means the Arrowhead Research Corporation 2004 Equity Incentive Plan, the Arrowhead Research Corporation 2013 Incentive Plan, and any other equity incentive plan of the Company, and any stock option agreements, award notices, stock purchase agreements or other agreements or instruments executed and delivered pursuant thereto.

1.12 "Release" means a general release, in the form attached hereto as Exhibit A (as may be modified to account for changes in applicable laws), by Employee of all claims against the Company and its affiliates as of the date such general release is executed by Employee.

1.13 "Release Expiration Date" is the date that is 21 days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven days after the Termination Date) or, the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date.

1.14 "Resignation for Good Reason" for purposes of this Agreement means a resignation based on any of the following events occurring in each case without Employee's consent, each of which shall constitute "Good Reason," subject to the notice and cure provisions set forth below:

(a) a material diminution in Employee's authority, duties, reporting relationship, or responsibilities;

(b) a material diminution in Employee's annualized base salary; or

(c) a material change in geographic location at which the Employee must perform the services.

To constitute a Resignation for Good Reason: (i) Employee must provide written notice to the Company within 90 days of the initial existence of the event constituting Good Reason; (ii) Employee may not terminate his or her employment unless the Company fails to remedy the event constituting Good Reason within 30 days after such notice has been deemed given pursuant to this Agreement; and (iii) Employee must terminate employment with the Company no later than 30 days after the end of the 30-day period in which the Company fails to remedy the event constituting Good Reason.

1.15 "Severance Payment" means a payment equal to 6 months' worth of Employee's Base Salary.

1.16 "Termination Date" means the date on which Employee's employment with the Company, or any of its subsidiaries or affiliates, terminates.

2. Benefits on Termination.

2.1 Payment upon Termination of Employment. Subject to Sections 2.3 and 2.4, in the event of the termination of Employee's employment with the Company, or any of its subsidiaries or affiliates, by the Company without Cause (and not due to Employee's death or Disability) or due to Employee's Resignation for Good Reason, in each case, so long as such termination is not a Change of Control Termination:

(a) The Company shall pay, within 30 days following the Termination Date or such earlier time as required by applicable law, Employee all accrued but unpaid Base Salary and all accrued but unused vacation time, each through the date of termination, plus any annual cash bonus payment earned by Employee for the fiscal year preceding the year of termination to the extent unpaid at the time of termination;

(b) The Company shall pay Employee the Severance Payment in one lum-sum payment on the Company's first regular payroll date occurring after 30 days following the Termination Date; and

(c) During the portion, if any, of the COBRA Period that Employee elects to continue coverge for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, the Company shall promptly reimburse Employee on a monthly basis for the amount Employee pays to effect and continue such coverage, reduced by the amount of any employee contribution to such premium payments applicable to active employees. Each payment shall be paid to Employee on the Company's regular payroll date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within 30 days following the date on which the applicable premium payment is due. Employee shall be eligible to receive such reimbursement payments until the earlier of: (i) the last day of the COBRA Period; and (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, the foregoing benefit can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of the reimbursement payment if such payments are found to be discriminatory pursuant to applicable law.

2.2 Payment upon Change of Control Termination. Subject to Sections 2.3 and 2.4, in the event of a Change of Control Termination:

(a) The Company shall pay, within 30 days following the Termination Date or such earlier time as required by applicable law, Employee all accrued but unpaid Base Salary and all accrued but unused vacation time, each through the date of termination, plus any annual cash bonus payment earned by Employee for the fiscal year preceding the year of termination to the extent unpaid at the time of termination;

(b) The Company shall pay Employee the COC Severance Payment in one lum-sum payment on the Company's first regular payroll date occurring after 30 days following the Termination Date; provided, however, that in the event Employee has received a Severance Payment under Section 2.1(b), the COC Severance Payment shall be reduced by the amount of such Severance Payment and payable on the Company's first regular payroll date occurring after 30 days following the effective date of a Change of Control; and

(c) During the portion, if any, of the COBRA Period that Employee elects to continue coverge for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, the Company shall promptly reimburse Employee on a monthly basis for the amount Employee pays to effect and continue such coverage, reduced by the amount of any employee contribution to such premium payments applicable to active employees. Each payment shall be paid to Employee on the Company's regular payroll date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within 30 days following the date on which the applicable premium payment is due. Employee shall be eligible to receive such reimbursement payments until the earlier of: (i) the last day of the COBRA Period; and (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, the foregoing benefit can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of the reimbursement payment if such payments are found to be discriminatory pursuant to applicable law; and

(d) If the Termination Date occurs after the applicable Change of Control is consummated, as of the Termination Date, the vesting of all Awards shall accelerate in full and all rights of repurchase of Award shares shall immediately lapse, with any performance-based vesting criteria deemed achieved at the target level of performance. If the Termination Date occurs prior to the date on which the applicable Change of Control is consummated, the Company shall pay Employee a lump sum cash payment based on the value of any Awards that terminated as a result of Employee's termination of employment, but would have vested had Employee remained employed and the Termination Date had been the date the applicable Change of Control is consummated.

2.3 Employee Release. In consideration for the benefits set forth above in Sections 2.1(b), 2.1(c), 2.2(b), 2.2(c) and 2.2(d), Employee shall execute and deliver the Release no later than the Release Expiration Date and the required revocation period, if any, must fully expire without revocation by Employee (the "Release Requirement"). The Company shall have no obligation to pay or grant the benefits set forth in Section 2.1(b), 2.1(c), 2.2(b), 2.2(c) or 2.2(d) unless Employee satisfies the Release Requirement.

3. Excise Tax Cutback.

3.1 Anything in this Agreement to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (collectively, the "Payments"), (a) constitute "parachute payments" within the meaning of Section 280G of the Code, and (b) but for this Section 3 would be subject to the excise tax imposed by Section 4999 of the Code, or any comparable successor provisions (the "Excise Tax"), then Employee's Payments hereunder shall be either (i) provided to Employee in full, or (ii) provided to Employee as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, when taking into account applicable federal, state, local and foreign income and employment taxes, the Excise Tax, and any other applicable taxes, results in the receipt by Employee, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to the Excise Tax.

3.2 In the event the Payments are to be reduced pursuant to Section 3.1, the Payments shall be reduced in the following order: (a) cash payments not subject to Section 409A of the Code; (b) cash payments subject to Section 409A of the Code; (c) equity-based payments and acceleration; and (d) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order. The determination any reduction pursuant to this Section 3 shall be made by a nationally recognized accounting firm selected and paid for by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Employee within 15 business days of the date of termination of service, if applicable, or at such earlier time as is reasonably requested by the Company or the Employee. For purposes of this determination, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. Any determination by the Accounting Firm shall be binding upon the Company and Employee.

4. Dispute Resolution Procedures. Any dispute or claim arising out of this Agreement shall be subject to final and binding arbitration. The arbitration will be conducted by one arbitrator who is a member of the American Arbitration Association (AAA) or of the Judicial Arbitration and Mediation Services (JAMS). The arbitration shall be held in Los Angeles, California. The arbitrator shall have all authority to determine the arbitrability of any claim and enter a final and binding judgment at the conclusion of any proceedings in respect of the arbitration. The party prevailing in the resolution of any such claim will be entitled, in addition to such other relief as may be granted, to an award of all fees and costs incurred in pursuit of the claim (including reasonable attorneys' fees) without regard to any statute, schedule, or rule of court purported to restrict such award.

5. At-Will Employment. Notwithstanding anything to the contrary herein, Employee reaffirms that Employee's employment relationship with the Company is at-will, terminable at any time and for any reason by either the Company or Employee. While certain paragraphs of this Agreement describe events that could occur at a particular time in the future, nothing in this Agreement may be construed as a guarantee of employment of any length.

6. General Provisions.

6.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.

6.2 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns. Employee may not assign, pledge or encumber her interest in this Agreement or any part thereof, provided, however, that the provisions of this Agreement shall inure to the benefit of, and be binding upon Employee's estate.

6.3 No Waiver of Breach. If either party should waive any breach of any provisions of this Agreement, such party shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. The rights granted the parties are cumulative, and the election of one will not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

6.4 Severability. The provisions of this Agreement are severable, and if any provision will be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts of this Agreement, will not be affected.

6.5 Entire Agreement; Amendment. This Agreement, including Exhibit A, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties, oral or written. This Agreement may be amended or supplemented only by writing signed by both of the parties hereto.

6.6 Modification; Waivers. No modification, termination or attempted waiver of this Agreement will be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

6.7 Duplicate Counterparts. This Agreement may be executed in duplicate counterparts; each of, which shall be deemed an original; provided, however, such counterparts shall together constitute only one instrument.

6.8 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. As used in this Agreement, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender. The word "or" is not exclusive. Unless the context requires otherwise, all references herein to a law, agreement, instrument or other document shall be deemed to refer to such law, agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof.

6.9 No Mitigation. No payment to which Employee is entitled pursuant to Section 2.1 hereof shall be reduced by reason of compensation or other income received by her for services rendered after termination of her employment with the Company.

6.10 Withholding of Taxes. The Company shall withhold appropriate federal, state, local (and foreign, if applicable) income and employment taxes from any payments hereunder.

6.11 Drafting Ambiguities; Representation by Counsel. Each party to this Agreement and its counsel have reviewed and revised this Agreement and the Release. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the Release or any of the amendments to this Agreement.

6.12 Section 409A Compliance.

(a) This Agreement is intended to comply with the requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder ("Section 409A") or an exemption from Section 409A. The Company shall undertake to administer, interpret, and construe this Agreement in a manner that does not result in the imposition on Employee of any additional tax, penalty, or interest under Section 409A. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

(c) Notwithstanding anything herein to the contrary, in the event that Employee is a "specified employee" within the meaning of that term under Section

409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit (whether under this Agreement or otherwise) that is considered deferred compensation under Section 409A payable on account of a "separation from service," and that is not exempt from Section 409A as involuntary separation pay or a short-term deferral (or otherwise), to the extent necessary to avoid the imposition of excise taxes under Section 409A, such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Employee or (B) the date of Employee's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 6.13(c) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum without interest, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(d) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, all such payments shall be made on or before the last day of calendar year following the calendar year in which the expense occurred.

* * *

In witness whereof, this Severance and Change of Control Agreement has been executed as of the date first set forth above.

Arrowhead Pharmaceuticals, Inc.

By: /s/ Christopher Anzalone
Christopher Anzalone, President and CEO

Employee

/s/ James Hamilton
James Hamilton

EXHIBIT A

GENERAL RELEASE

This General Release ("Release") is entered into as of <Date> (the "Effective Date"), is made by ("Employee") with reference to the following facts:

RECITALS

WHEREAS, Employee and Arrowhead Pharmaceuticals, Inc., a Delaware corporation (the "Company") entered into a Severance and Change of Control Agreement dated _____ __, 2024 (the "Agreement"), by which the parties agreed that in certain circumstances Employee would become eligible for severance payments and benefits following certain terminations of employment in exchange for Employee's release of the Company from all claims which Employee may have against the Company.

WHEREAS, Employee desires to dispose of, fully and completely, all claims that Employee may have against the Company in the manner set forth in this Release.

AGREEMENT

1. Release.

(a) For good and valuable consideration, including the consideration set forth in Sections [2.1(b) and 2.1(c)] // [2.2(b), 2.2(c) and 2.2(d)] of the Agreement, Employee, for himself/herself and his/her heirs, successors and assigns, fully releases, and discharges Company, its officers, directors, employees, equity holders, attorneys, accountants, other professionals, insurers and agents (collectively "Agents"), and all entities related to each such party, including, but not limited to, heirs, executors, administrators, personal representatives, assigns, parent, subsidiary and sister corporations, affiliates, partners and co-venturers (collectively "Released Entities"), from all rights, claims, demands, actions, causes of action, liabilities and obligations of every kind, nature and description whatsoever, Employee now has, owns or holds or has at anytime had, owned or held or may have against the Company, Agents or Related Entities from any source whatsoever, whether or not arising from or related to the facts recited in this Release. Employee specifically releases and waives (i) any and all claims arising under any express or implied contract, (ii) any and all claims arising under public policy, tort or common law, (iii) any and all claims arising under federal, state or local law, rule, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), the National Labor Relations Act, the Occupational Safety and Health Act, the Family and Medical Leave Act of 1993, [and] [**California employees:** the California Fair Employment and Housing Act] [**Wisconsin Employees:** the Wisconsin Fair Employment Act, the California Wisconsin Family and Medical Leave Law, the Wisconsin Personnel Records Statute] [and the Age Discrimination in Employment Act ("ADEA")], (iv) any allegations for costs, fees, or other expenses, including attorneys' fees incurred in or with respect to any such claims, (v) any and all rights, benefits or claims Employee may have under any employment contract (including the Agreement), incentive compensation plan or equity-based plan with any Released Entity (including the Company Equity Plans), and (vi) any claim for compensation or benefits of any kind not expressly set forth in the Agreement (collectively, the "Release Claims").

(b) Notwithstanding the foregoing, the Employee is not releasing (a) the right to enforce this agreement, (b) any rights to indemnification pursuant to agreement, by-law, policy or statute, if any, that the Employee maintains, (c) any claim that arises after the date that Employee signs this Release or (d) any claim to vested benefits under an employee benefit plan that is subject to ERISA. Further notwithstanding this release of liability, nothing in this Release prevents Employee from filing any non-legally waivable claim (including a challenge to the validity of this Release) with the Equal Employment Opportunity Commission ("EEOC") or comparable state or local agency or participating in (or cooperating with) any investigation or proceeding conducted by the EEOC or comparable state or local agency or cooperating in any such investigation or proceeding; however, Employee understands and agrees that Employee is waiving any and all rights to recover any monetary or personal relief from a Released Entity as a result of such EEOC or comparable state or local agency or proceeding or subsequent legal actions. Further, nothing in this Release or the Agreement prohibits or restricts Employee from filing a charge or complaint with, or cooperating in any investigation with, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other securities regulatory agency or authority (each, a "Government Agency"). This Release does not limit Employee's right to receive an award for information provided to a Government Agency.

(c) Employee represents and warrants that, as of the time at which Employee signs this Agreement, Employee has not filed or joined any claims, complaints, charges, or lawsuits against any of the Released Entities with any governmental agency or with any state or federal court or arbitrator for, or with respect to, a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the time at which Employee signs this Release. Employee further represents and warrants that Employee has not made any assignment, sale, delivery, transfer or conveyance of any rights Employee has asserted or may have against any of the Released Entities with respect to any Released Claim.

2. Waiver of Certain Claims.

(a) Employee acknowledges that Employee has been advised in writing of Employee's right to consult with an attorney prior to executing the waivers set out in this Release, and that Employee has been given sufficient time [(and at least 21 days following Employee's receipt of this Release)] in which to review and consider this Release. If Employee signs this Release before the expiration of such period, Employee has knowingly and voluntarily waived any longer consideration period than the one provided to Employee. No changes (whether material or immaterial) to this Release shall restart the running of any such period.

(b) This Release is intended as a full and complete release and discharge of any and all claims that Employee may have against the Company or any Agents or Related Entities. In making this release, Employee intends to release the Company, Agents and Related Entities from liability of any nature whatsoever for any claim of damages or injury or for equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to Employee. Employee expressly waives all rights under §1542 of the California Civil Code , which Employee understands provides as follows:

> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Employee acknowledges that Employee may discover facts different from or in addition to those that he/she now believes to be true with respect to this Release. Employee agrees that

this Release shall remain effective notwithstanding the discovery of any different or additional facts.

3. [Revocation Right. Notwithstanding the initial effectiveness of this Release, Employee may revoke the delivery (and therefore the effectiveness) of this Release within the seven-day period beginning on the date Employee executes this Release (such seven-day period being referred to herein as the "Release Revocation Period"). To be effective, such revocation must be in writing signed by Employee and must be delivered personally or by courier to the Company to the Company so that it is received by <Name>, <Address> (email: <Email>) by 11:59 p.m., <Location> time, on the Release Revocation Expiration Date. If an effective revocation is delivered in the foregoing manner and timeframe, the release of claims set forth in Sections 1 and 2 of this Release will be of no force or effect, Employee will not receive the payments, benefits or consideration set forth in Sections [2.1(b) and 2.1(c)] // [2.2(b), 2.2(c) and 2.2(d)] of the Agreement], and the remainder of this Agreement will remain in full force and effect.]

4. Confidentiality Agreement.

(a) Employee acknowledges and reaffirms that Employee's obligations in respect of the At-will Employment, Confidentiality and Proprietary Rights Agreement entered into between the parties on _____ (the "Confidentiality Agreement") shall remain in full force and effect following the execution of this Release, and Employee hereby represents that Employee has complied and will continue to fully comply with those obligations.

(b) Notwithstanding the foregoing, nothing herein or in the Agreement will prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal.

5. Non-disparagement. Employee agrees that Employee will not at any time disparage, criticize or ridicule any of the Released Entities, or make any negative public comments, whether by way of news interviews, posting comments on, or publishing internet blogs or webpages (whether or not done anonymously), publishing or circulating any other form of media, or the expression of Employee's personal views, opinions or judgments to the media, internet blogs and webpages, or otherwise (whether or not done anonymously), or to current or former officers, directors or employees of the Released Entities.

6. Cooperation. Employee agrees that Employee will cooperate with the Company (or its present and former parents, subsidiaries, affiliates or related entities) and its legal counsel in connection with any current or future litigation, pursuant to the issuance of a valid subpoena, relating to matters with which Employee was involved or of which Employee has knowledge or which occurred during Employee's employment at the Company. Such assistance will include,

but not be limited to, depositions and testimony and will continue until such matters are resolved. The Company will provide Employee with reasonable notice whenever possible of the need for cooperation; will make all reasonable efforts to schedule cooperation so as not to interfere with Employee's employment or professional obligations; and will reimburse Employee for all reasonable travel, lodging and meal costs incurred in providing requested assistance.

7. Return of Property. Employee represents that Employee has returned to the Company all company property and equipment of any kind in Employee's possession or control. This includes computer equipment (hardware and software), BlackBerry, iPhone or similar device, credit cards, office keys, security access cards, badges, identification cards and all files, documents, copies (including drafts) of any documentation or information (however stored), relating to the business of the Released Entities, their clients or prospective clients.

8. Nonsolicitation. Employee hereby covenants and agrees that for a period of twelve months following the effective date of this Release, Employee shall not, without the written consent of the Company, either directly or indirectly: solicit, offer employment to, or take any other action intended (or that a reasonable person acting in like circumstances would expect) to have the effect of causing any officer or employee of the Company or any of its subsidiaries or affiliates, to terminate his or her employment and accept employment or become affiliated with or provide services for compensation in any capacity whatsoever to, any business whatsoever that competes with the business of the Company or any of its direct or indirect subsidiaries or affiliates.

9. No Undue Influence. This Release is executed voluntarily and without any duress or undue influence. Employee acknowledges Employee has read this Release and executed it with full and free consent. No provision of this Release shall be construed against any party by virtue of the fact that such party or its counsel drafted such provision or the entirety of this Release. Employee has been advised, and hereby is advised in writing, to discuss this Release with an attorney of Employee’s choice and that Employee has had an adequate opportunity to do so prior to executing this Agreement

10. Third-Party Beneficiaries. Employee expressly acknowledges and agrees that each Released Entity shall be a third-party beneficiary of Sections 1, 2, 4, 5, 6, 7, and 8 of this Release and entitled to enforce such provisions as if it were a party hereto.

11. Entire Agreement. This Release, the Agreement and the Confidentiality Agreement together constitute the entire agreement of the parties with respect to the subject matter of this Release, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties, oral or written.

12. Amendment. This Agreement may be amended or supplemented only by writing signed by Employee and the Company.

13. Incorporation of the Agreement. Sections 4, 6.1, 6.2 6.4, 6.6, and 6.8 of the Agreement are hereby incorporated by references and shall apply as if fully stated herein, *mutatis mutandis*.

14.

Dated: _____ _____

Employee Name

r

From the Desk of:
Patrick O'Brien
Chief Operating Officer
and General Counsel

May 9, 2025

Ken Myszkowski, CFO
Arrowhead Pharmaceuticals, Inc.

RE: Retirement from Role of CFO

Dear Ken,

Consistent with the oral conversations we've been having recently Arrowhead accepts your offer of retirement from the position of Chief Financial Officer, effective May 13, 2025. As you know, Dan Apel joined Arrowhead on April 21, 2025. Between now and May 13, you will help Dan transition into the role of CFO. You are free to work remotely except that you will attend the May 12, 2025, earnings call in the office and you will sign the FYQ2 report on Form 10-Q.

After May 13, 2025, and through January 31, 2026, it is Arrowhead's intention that you will remain an Arrowhead employee, assuming the position of Assistant to the Chief Financial Officer. In that role, you will be reasonably available for consultation at Dan's request, and you will assist Dan with certain regulatory filings. As Assistant to the CFO, you will be considered a full-time employee and will draw a salary at the annualized rate of $200,000. If Arrowhead terminates your employment without cause prior to January 31, 2026, you will be entitled to a lump sum payment for three months of your salary and an amount equal to the cost of three months of healthcare insurance under your post-employment COBRA rights.

Ken, Arrowhead deeply appreciates your many years of service, your wisdom, and your friendship. As you head into retirement, we wish you and your family much joy.
Regards,

/s/ Patrick O'Brien

Patrick O'Brien

Accepted:

/s/ Ken Myszkowski

Ken Myszkowski

Exhibit 31.1

CERTIFICATION PURSUANT SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Christopher Anzalone, Chief Executive Officer of Arrowhead Pharmaceuticals, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Arrowhead Pharmaceuticals, 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.

Date: May 12, 2025

/s/ CHRISTOPHER ANZALONE

Christopher Anzalone
Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kenneth A. Myszkowski, Chief Financial Officer of Arrowhead Pharmaceuticals, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Arrowhead Pharmaceuticals, 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.

Date: May 12, 2025

/s/ Kenneth A. Myszkowski

Kenneth A. Myszkowski,
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Christopher Anzalone, Chief Executive Officer of Arrowhead Pharmaceuticals, Inc. (the "Company"), certify, pursuant to Rule 13(a)-14(b) or Rule 15(d)-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, that (i) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2025, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of the Company.

Date: May 12, 2025

/s/ CHRISTOPHER ANZALONE

Christopher Anzalone
Chief Executive Officer

A signed original of these written statements required by 18 U.S.C. Section 1350 has been provided to Arrowhead Pharmaceuticals, Inc. and will be retained by Arrowhead Pharmaceuticals, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Kenneth A. Myszkowski, Chief Financial Officer of Arrowhead Pharmaceuticals, Inc. (the "Company"), certify, pursuant to Rule 13(a)-14(b) or Rule 15(d)-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, that (i) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2025, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of the Company.

Date: May 12, 2025

/s/ Kenneth A. Myszkowski

Kenneth A. Myszkowski
Chief Financial Officer

A signed original of these written statements required by 18 U.S.C. Section 1350 has been provided to Arrowhead Pharmaceuticals, Inc. and will be retained by Arrowhead Pharmaceuticals, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.