UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 7, 2023

Structure Therapeutics Inc.

(Exact name of registrant as specified in its charter)

Cayman Islands	**001-41608**	**98-1480821**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

601 Gateway Blvd., Suite 900 **South San Francisco, California**	**94080**
(Address of principal executive offices)	**(Zip Code)**

(Registrant's telephone number, including area code): (628) 229-9277

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of Each Class	**Name Of Each Exchange Trading Symbol(s)**	**On Which Registered**
American Depositary Shares (ADSs), each representing three ordinary shares, par value $0.0001 per ordinary share	GPCR	Nasdaq Global Market
Ordinary shares, par value $0.0001 per share*		Nasdaq Global Market*

* Not for trading, but only in connection with the registration of the American Depositary Shares

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Item 1.01 Entry into a Material Definitive Agreement

On November 7, 2023, Aconcagua Bio, Inc. ("Aconcagua"), a wholly-owned subsidiary of Structure Therapeutics Inc. (the "Company"), entered into a collaboration agreement (the "Aconcagua-Schrödinger Agreement") with Schrödinger, Inc. ("Schrödinger") to discover and develop novel, small molecule modulators of a specific target. Under the Aconcagua-Schrödinger Agreement, Schrödinger is obligated to provide computational modeling and design support, including by using its technology platform to perform virtual screens, and Aconcagua is obligated to provide day-to-day chemistry and biology support. Pursuant to the Aconcagua-Schrödinger Agreement, a joint steering committee comprised of representatives from both parties oversees the research performed under the agreement. During the term of the Aconcagua-Schrödinger Agreement or if longer, for a specified number of years after the effective date of the Aconcagua-Schrödinger Agreement, Schrödinger is obligated, subject to certain exceptions, to work exclusively with Aconcagua on the design, research, development and commercialization of compounds that inhibit the target. Aconcagua will solely own the research results, work product, inventions and other intellectual property generated under the Aconcagua-Schrödinger Agreement other than improvements to Schrödinger's background intellectual property.

During the term of the Aconcagua-Schrödinger Agreement, Aconcagua is obligated to pay Schrödinger a monthly active program payment in the low six digits, which payment includes fees payable for certain Schrödinger software employed in the collaboration. If Aconcagua develops and commercializes a product containing a compound ("Collaboration Compound") that is discovered or developed under the Aconcagua-Schrödinger Agreement or a derivative thereof ("Collaboration Product"), Aconcagua is obligated to pay Schrödinger development, regulatory and commercialization milestone payments of up to an aggregate of $89.0 million for the first Collaboration Product to achieve a particular milestone event, regardless of the number of Collaboration Products that reach such milestones. Aconcagua will also be obligated to pay Schrödinger tiered royalties in the low single digit range on aggregate worldwide net sales of all Collaboration Products, subject to specified reductions and offsets. Aconcagua's obligation to pay royalties to Schrödinger will expire on a Collaboration Product-by-Collaboration Product and country-by-country basis on the later of (i) the expiration of the last-to-expire Aconcagua owned patent claim covering the composition of matter of the Collaboration Compound contained in such Collaboration Product in such country and (ii) ten years after the first commercial sale of such Collaboration Product in such country ("Royalty Term").

Unless terminated earlier, the Aconcagua-Schrödinger Agreement will continue for three years, subject to extension by mutual written agreement of the parties. Either party may terminate the Aconcagua-Schrödinger Agreement for convenience after a specified period or for the other party's uncured material breach. Aconcagua's obligation to make milestone and royalty payments (subject to the Royalty Term) to Schrödinger continues after the expiration or termination of the Aconcagua-Schrödinger Agreement, unless the Aconcagua-Schrödinger Agreement is terminated under specified circumstances.

The foregoing description of the Aconcagua-Schrödinger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Aconcagua-Schrödinger Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On November 14, 2023, the Company issued a press release providing a corporate update and announcing its financial results for the third quarter ended September 30, 2023. The full text of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in Item 2.02 in this Current Report on Form 8-K (including Exhibit 99.1) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*	Collaboration Agreement, dated November 7, 2023, by and between Schrödinger, Inc. and Aconcagua Bio, Inc.
99.1	Press Release dated November 14, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Pursuant to Item 601(b)(10)(iv) of Regulation S-K promulgated by the SEC, certain portions of this exhibit have been redacted because they are both not material and is the type that the Registrant treats as private or confidential. The Registrant hereby agrees to furnish supplementally to the SEC, upon its request, an unredacted copy of this exhibit.

SIGNATURES

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

Structure Therapeutics Inc.

Date: November 14, 2023

By: /s/ Raymond Stevens
Raymond Stevens, Ph.D.
Chief Executive Officer

Exhibit 10.1

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY […*…], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.**

COLLABORATION AGREEMENT

This Collaboration Agreement (the ***"Agreement"***) is effective as of November 7, 2023 (the ***"Effective Date"***) by and between **Schrödinger, Inc.**, a Delaware corporation having an address of 1540 Broadway, 21st Floor, New York, New York 10036 (***"Schrödinger"***), and **Aconcagua Bio, Inc.**, a Delaware corporation having an address of 601 Gateway Blvd, Suite 900, South San Francisco, CA 94080 (***"Aconcagua"***). Each of Schrödinger and Aconcagua may hereinafter be referred to as a "party" to this Agreement or collectively as the "parties".

Whereas, Aconcagua and Schrödinger desire to enter into a drug discovery collaboration aimed at discovering and developing novel, small molecule inhibitors of the Target (defined below), on the terms and subject to the conditions set forth herein.

Now, Therefore, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Definitions

1.1 **"Aconcagua Indemnified Party"** shall have the meaning provided in Section 7.1.

1.2 "**Aconcagua Background Intellectual Property"** shall mean Intellectual Property Controlled by Aconcagua prior to or independent of this Agreement. For clarity, the Aconcagua Background Intellectual Property excludes Schrödinger Intellectual Property and Schrödinger Improvements (defined in Section 3.1(d) below).

1.3 **"Affiliate"** shall mean any company or entity that directly or indirectly, through one or more intermediaries, is controlled by, controlling, or under common control with a party hereto. The term "control", for purposes of this definition, means the ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) entitled to vote regarding composition of the board of directors or other body entitled to direct the affairs of a party or the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting securities, by contract or otherwise, and "controlled by" and "under common control with" shall have correlative meanings. For clarity, as of the Effective Date, Aconcagua Bio, Inc. is an Affiliate of Structure Therapeutics Inc.

1.4 **"Collaboration Invention"** shall have the meaning provided in Section 3.1(a).

1.5 "**Collaboration Compound**" shall mean (a) any chemical compound identified, generated, developed or discovered by Schrödinger or its Affiliates on behalf of Aconcagua, either solely or jointly with Aconcagua, during the Term in accordance with the Work Plan and the terms of this Agreement, and (b) all salts, hydrates, solvates, esters, metabolites, intermediates, stereoisomers, polymorphs, and any derivatives or modifications of any of the compound set forth in the foregoing clause (a), in each case of (a) and (b) that are directed to and modulate the Target as its mechanism of action.

1.6 "**Collaboration Product**" shall mean any pharmaceutical product that contains a Collaboration Compound as an active ingredient, alone or in combination with one or more other active ingredients, in any formulations, dosage forms, strengths and delivery modes.

1.7 **"Confidential Information"** shall mean the terms of this Agreement and any confidential or proprietary information of a party or its Affiliates, including, without limitation, information related to Collaboration Inventions, Materials, Collaboration Compounds, or Results, and any other information relating to any techniques, technology, practices, trade secrets, inventions (whether or not patentable), methods, knowledge, know-how, skill, experience, test data, results (including pharmacological, toxicological and clinical test data and results), analytical and quality control data, results or descriptions, software, technology, compounds, compositions of matter, cells, cell lines, assays and physical, biological or chemical material, whether in oral, written, graphic or electronic form; in each case which is disclosed or furnished to the other party.

1.8 **"Control"** shall mean a party's possession of the ability to grant the other party hereto a license, sublicense or other access to such party's Intellectual Property in accordance with the terms of this Agreement, without such party being obligated to pay any additional fees (unless the party in the position of being a potential sublicensee of such Intellectual Property is willing to pay such additional fees) to or violating the terms of any agreement or other contractual arrangement it has with any Third Party as a result thereof.

1.9 "**DC Milestone**" shall mean the initiation of GLP toxicology studies with respect to the relevant compound by Aconcagua (or any of its Affiliates), any of Aconcagua's (or any of its Affiliates') collaboration partners or any Third Party performing services on behalf of Aconcagua (or any of its Affiliates).

1.10 "**FDA**" shall mean the U.S. Food and Drug Administration and its successor.

1.11 "**Five-Day VWAP**" means the volume-weighted average price of the equity, determined for the five (5) consecutive trading days ending on the last trading day immediately preceding the applicable date.

1.12 "**GLP**" shall mean, with respect to a particular activity or non-clinical study conducted by or on behalf of a party, that such activity or non-clinical study was conducted in accordance with "good laboratory practices" as set forth in 21 C.F.R. Part 58, the United States Animal Welfare Act, the International Conference on Harmonization's ("**ICH**") Guideline on Nonclinical Safety Studies for the Conduct of Human Clinical Trials for Pharmaceuticals or the ICH Guideline on Safety Pharmacology Studies for Human Pharmaceuticals.

1.13 **"Indemnifying Party"** shall have the meaning provided in Section 7.2.

1.14 "**Initiation**" of a clinical trial shall mean the dosing for the first human patient enrolled in such clinical trial.

1.15 **"Intellectual Property"** shall mean all rights in any intellectual property or industrial property now known or hereafter recognized anywhere in the world, including the following: (i) patents, Collaboration Inventions (whether or not patentable), and all applications or registrations in any jurisdiction pertaining to the foregoing, including all provisional applications, reissues, continuations, divisions, continuations-in-part, utility models, renewals or extensions thereof; (ii) trade secrets, including confidential and other non-public information with respect to business or scientific activities, and the right in any jurisdiction to limit the use or disclosure thereof; (iii) copyrights or similar rights in writings, designs, mask works, or other works of authorship, and registrations or applications for registrations of copyrights in any jurisdiction; (iv) trademarks and service marks (registered or unregistered), trade dress, trade names, and other names and slogans embodying business or product goodwill or indications of origin, and all applications or registrations in any jurisdiction pertaining to the foregoing; and all goodwill associated therewith; and (v) Internet Web sites, domain names and registrations or applications for registration thereof. Examples of property that typically embody Intellectual Property include, without limitation, software programs (in source and object code forms), algorithms, methods, computer-generated models based on the analysis of structure-activity relationships, and proprietary databases.

1.16 "**JSC**" shall have the meaning provided in Section 2.2(a).

1.17 **"Liabilities"** shall have the meaning provided in Section 7.1.

1.18 "**Materials**" shall have the meaning provided in Section 2.6.

1.19 "**Net Sales**" shall mean the gross amount received by Aconcagua, its Affiliates, licensees, sublicensees, or successors-in-interest for sale of the Collaboration Product to independent Third Parties during each calendar quarter less the following amounts incurred or paid by the selling party with respect to the sale of the Collaboration Product: (a) […***…]; (b) […***…]; (c) […***…]; (d) […***…]; (e) […***…]; and (f) […***…].

If a Collaboration Product is sold in a country or region in combination with another active pharmaceutical ingredient or component that is not a Collaboration Compound, then Net Sales, for the purposes of determining royalty payments on the combination, shall be calculated using one of the following alternative methods:

(x) by […***…], during the relevant reporting period, of the Collaboration Product that contains the Collaboration Compound as its only active ingredient when sold separately in such country or region, and […***…], during the relevant reporting period, of the other active ingredients or components in the combination when sold separately in such country or region; or

(y) if no such separate sales in such country or region are made of the Collaboration Product that contains the Collaboration Compound as its only active ingredient or any of the other active ingredients or components in such combination during the relevant reporting period, Net Sales, for the purposes of determining royalty payments on the combination, shall be calculated using the above formula (i.e., […***…]) where […***…] of the Collaboration Product that contains the Collaboration Compound as its only active ingredient when sold separately in such country or region, and […***…] of the other active ingredients or components in the combination when sold separately in such country or region, as reasonably estimated by the selling party.

1.20 "**NDA**" shall mean a New Drug Application, as defined in the U.S. Food, Drug and Cosmetic Act and applicable regulations promulgated thereunder by the FDA.

1.21 "**Non-Disclosure Agreement**" shall have the meaning provided in Section 5.1.

1.22 "**Phase 1 Clinical Trial**" shall mean a study of a pharmaceutical product in humans to determine safety and toxicity before embarking on Phase 2 Clinical Trials, as further defined in 21 C.F.R. 312.21(a), as amended from time to time, or the corresponding foreign regulations.

1.23 "**Phase 2 Clinical Trial**" shall mean a study of a pharmaceutical product in human patients to determine initial efficacy and dose range and/or regimen finding before embarking on Phase 3 Clinical Trials, as further defined in 21 C.F.R. 312.21(b), as amended from time to time, or the corresponding foreign regulations.

1.24 "**Phase 3 Clinical Trial**" shall mean a pivotal study of a pharmaceutical product in human patients with a defined dose (or a set of defined doses) designed to ascertain efficacy and safety of such product for the purpose of enabling the preparation and submission of NDA to the FDA or corresponding foreign regulatory authorities, as further defined in 21 C.F.R. 312.21(c), as amended from time to time, or the corresponding foreign regulations.

1.25 "**Program**" shall have the meaning provided in Section 2.1.

1.26 **"Results"** shall have the meaning provided in Section 2.4.

1.27 **"Royalty Term"** shall have the meaning provided in Section 2.9(b).

1.28 **"Schrödinger Indemnified Party"** shall have the meaning provided in Section 7.2.

1.29 **"Schrödinger Intellectual Property**" shall mean the Intellectual Property embodied in the Schrödinger Technology, Schrödinger Know-how and Schrödinger Library.

1.30 **"Schrödinger Know-how"** shall mean the proprietary techniques, methods, workflows and know-how of Schrödinger and its licensors that are employed by Schrödinger to perform its services under the Program or that are necessary or reasonably useful for Aconcagua to conduct the activities assigned to Aconcagua under the Program.

1.31 "**Schrödinger Library**" shall mean the compilation prepared by Schrödinger of lead- and drug-like compounds that are offered commercially by Third Party suppliers.

1.32 "**Schrödinger Technology**" shall mean the proprietary software, programs, tools and technology possessed, owned or Controlled by Schrödinger.

1.33 "**Target**" shall mean […***…].

1.34 "**Term**" shall have the meaning provided in Section 6.1.

1.35 **"Third Party"** shall mean any entity other than Schrödinger or Aconcagua or their respective Affiliates.

1.36 **"Work Plan"** shall mean the written plan for the activities to be conducted by the parties hereunder. The initial Work Plan has been agreed upon in writing by the parties as of the Effective Date and is attached hereto as **Exhibit A**. Any amendments or revisions to the Work Plan shall be mutually agreed upon by the parties in writing.

1.37 "**Valid Claim**" shall mean a claim of (a) any issued and unexpired patent that has not been held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and has not been admitted to be invalid or unenforceable through abandonment, reissue, disclaimer or otherwise; or (b) any pending patent application that has not been pending for more than […***…] ([…***…]) […***…] from its earliest priority date.

1.38 "**Work Product**" shall mean the tangible work product delivered by Schrödinger to Aconcagua in connection with Schrödinger's performance of its obligations under the Work Plan. The "Work Product" excludes the Schrödinger Intellectual Property and Schrödinger Improvements.

2. Conduct of the Collaboration

2.1 Collaboration. During the Term (defined in Section 6.1 below) of this Agreement, the parties agree to conduct a collaborative project aimed at discovering novel small molecule inhibitors of the Target (the ***"Program"***) in accordance with the Work Plan and the terms of this Agreement. Aconcagua acknowledges and agrees that Schrödinger's ability to perform its obligations depends upon Aconcagua's fulfillment of its obligations as set forth in this Agreement, including reasonably cooperating with Schrödinger and providing Schrödinger with accurate information and data in a reasonable and timely manner during the collaboration. Schrödinger will not be responsible for any deficiency or delay in performing its obligations as set forth in this Agreement to the extent such deficiency or delay results from Aconcagua's failure to fulfill its obligations as set forth in this Agreement. Notwithstanding the foregoing, the parties acknowledge the experimental nature of the collaboration, and neither party shall have any liability to the other with respect to such party's failure to produce a specific substantive result.

2.2 Joint Steering Committee; Technical Leads.

(a) Within […***…] ([…***…]) […***…] after the Effective Date, the parties shall form a joint steering committee (the "***JSC***"), which shall be responsible for the general oversight of the research carried out hereunder, including without limitation: (i) reviewing the goals, strategy, milestone events, Results of the Work Plan (set forth in **Exhibit A**) and the activities performed thereunder, (ii) recommending and approving changes to the Work Plan; (iii) assigning relative priorities in the Work Plan; (iv) terminating any specific activities under the Work Plan; (v) determining whether the events constituting the DC Milestone have occurred; (vi) whether to continue pursuing the Program with respect to the Target; and (vii) resolving any disagreements between the parties concerning the research and development activities carried out under this Agreement. Each party shall designate […***…] ([…***…]) […***…], […***…] of whom shall be authorized to make decisions on behalf of the designating party and shall have significant experience and expertise in the research and development of pharmaceutical compounds. Each party shall have the right, at any time, to designate by written notice to the other party, a replacement for any of such party's […***…] on the JSC. The JSC shall endeavor to work by consensus. Decisions of the JSC shall be made in writing and be included in an amendment to the Work Plan. Where consensus cannot be reached or unanimity is not achieved, the disputed matter shall be referred to the relevant senior management of the parties who shall promptly meet and endeavor to come to an agreement in a timely manner. The JSC will notify the relevant senior management of the parties in writing that a milestone event has occurred no later than […***…] ([…***…]) […***…] after making such a determination, which determination shall be made by the JSC as soon as possible after the occurrence of such event. The JSC shall meet at such times as the members deem appropriate to perform the duties of the JSC.

(b) Technical Leads: […***…] will serve as Schrödinger's technical lead. Aconcagua's technical lead will be […***…], who will facilitate communications between the parties in the course of the activities contemplated by this Article 2. The Technical Leads shall meet in person or by teleconference or videoconference at least […***…] to discuss technical aspects of the activities contemplated by this Agreement. For clarity, a technical lead may also serve on the JSC.

2.3 Performance Standards. Each party shall perform the activities specifically assigned to it under the Work Plan at its sole cost and expense. Each party shall conduct its activities under the Work Plan in good scientific manner, and in compliance in all material respects with the requirements of applicable laws and regulations, to attempt to achieve its objectives efficiently and expeditiously. Each party shall contribute such personnel and resources as are reasonably necessary to carry out the activities to be performed by such party pursuant to the Work Plan. In conformity with standard pharmaceutical and biotechnology industry practices and the terms and conditions of this Agreement, each party shall prepare and maintain, or shall cause to be prepared and maintained, complete and accurate written records, accounts, notes, reports and data with respect to activities conducted pursuant to the Work Plan.

2.4 Results. Each party shall keep the other party fully informed as to (a) all discoveries and technical developments (including, without limitation, any Collaboration Inventions) that, and (b) any and all information, data and results that, with respect to all of the items specified in (a) and (b), relate to the Target and/or any small molecule compound directed thereto made or obtained from conducting the Program activities assigned to it under the Work Plan (collectively, the ***"Results"***) which disclosure shall include, without limitation, copies of relevant summaries and reports including a report of the Virtual Screen Results as defined in Section 3.1 below. Nothing herein shall require either party to disclose information received from a Third Party that remains subject to *bona fide* confidentiality obligations. All information and reports disclosed hereunder shall be subject to Articles 3 and 5. Subject to the foregoing, Schrödinger shall ensure that Results are only disclosed or accessible to Schrödinger study personnel who are performing obligations under this Agreement and are not used by such Schrödinger study personnel for any purpose other than the performance of such obligations.

2.5 Exclusivity. Target Exclusivity (defined below) shall apply for a period beginning on the Effective Date and ending on the later of (a) […***…] ([…***…]) […***…] from the Effective Date or (b) […***…] ("***Exclusivity Period***"). "***Target Exclusivity***" means Schrödinger shall not design, research, develop, or commercialize compounds or conduct virtual screens of compounds on the Target, whether on its or its' Affiliates' own behalf or on behalf of any Third Party. For clarity, the foregoing exclusivity obligation shall not apply to the following services and activities: (a) […***…], (b) […***…], (c) […***…], (d) […***…], (e) […***…] and (f) […***…].

2.6 Materials Transfer. In order to facilitate the Program and provided the receiving party has consented, either party may provide to the other party certain biological materials or chemical compounds including, but not limited to, the Target, ligands known to interact with the Target, protein crystals relating to the Target and reagents (collectively, ***"Materials"***) Controlled by the supplying party (other than under this Agreement) for use by the other party in furtherance of the Program. Except as expressly provided under this Agreement, all such Materials delivered to the other party will remain the sole property of the supplying party, will be used only in furtherance of the Program and solely under the control of the other party, will not be used or delivered to or for the benefit of any Third Party without the prior written consent of the supplying party, and will not be used in research or testing involving human subjects except as permitted by applicable law. The Materials, if any, supplied under this Section 2.6 must be used with prudence and appropriate caution in any experimental work, because not all of their characteristics may be known.

2.7 Active Program Payments. During the Term of the Agreement, Aconcagua shall make monthly payments of $[…***…] to Schrödinger as full consideration for such performance as outlined in the Work Plan. Such payment shall be due and payable in advance as of the last day of the preceding month, provided that the initial payment shall be due […***…] ([…***…]) […***…] after the Effective Date and prorated accordingly. If Aconcagua fails to make such payment in advance of such last day of the month, Schrödinger shall notify Aconcagua in writing of such failure and if Aconcagua fails to pay Schrödinger such monthly payment within […***…] ([…***…]) […***…] of Aconcagua's receipt of such notice, Schrödinger may cease performing services under this Agreement without any liability or further obligation whatsoever to Aconcagua or any Affiliate of Aconcagua resulting from such cessation of services. If either Party terminates this Agreement pursuant to Section 6.2 or Aconcagua terminates this Agreement pursuant to Section 6.3, Schrödinger shall be obligated to refund to Aconcagua a prorated amount of the last monthly payment made by Aconcagua that corresponds to the portion of the month remaining after the effective date of such termination.

2.8 Milestone Payments. Aconcagua shall pay to Schrödinger the following milestone payments upon the first achievement of the corresponding milestone event set forth in the table below for any Collaboration Product. Aconcagua shall promptly notify Schrödinger upon the first achievement of any milestone event set forth in this Section 2.8 and shall pay to Schrödinger the corresponding milestone payment within […***…] ([…***…]) […***…] after the first achievement of such milestone event. Each milestone payment set forth herein shall be due and payable only once, regardless of how many times such milestone event is achieved and/or the number of Collaboration Products that achieve such milestone event. Solely with respect to the Milestone Payment for the first Milestone Event set forth in the table below, Aconcagua shall have the option, in its sole discretion, to pay such Milestone Payment to Schrödinger (a) in cash or (b) by issuing to Schrödinger the number of ordinary shares of its Affiliate, Structure Therapeutics, Inc. ("**Structure**"), that as of the date that is […***…] ([…***…]) […***…] before such payment due date is equal to such Milestone Payment amount (based on the Five-Day VWAP per American Deposit Share ("ADS") of Structure, and based on the then applicable ratio of the ADSs to ordinary shares, which is currently three (3) ordinary shares for each ADS); provided, that if Aconcagua exercises such option, then at the request of Structure, Schrödinger and Structure shall enter into one or more customary agreements with respect to such issuance of ordinary shares of Structure. For clarity, subject to Section 6.4(a), the aggregate milestone payments under this Section 2.8 shall not exceed Eighty-Nine Million Dollars ($89,000,000).

Milestone Events for the Collaboration Product	Milestone Payment
1) […***…]	[…***…]
2) […***…]	[…***…]
3) […***…]	[…***…]
4) […***…]	[…***…]
5) […***…]	[…***…]
6) […***…]	[…***…]
Total	**$89,000,000**

2.9 Royalty Payments.

(a) In addition, Aconcagua shall make […***…] royalty payments to Schrödinger on the worldwide Net Sales of the Collaboration Product, as calculated by multiplying the applicable royalty rate set forth in the table below by the corresponding amount of incremental, aggregated annual worldwide Net Sales of the Collaboration Product in the applicable calendar year.

For that portion of annual worldwide Net Sale of the Collaboration Product		Royalty Rate
1) less than or equal to	[…***…]	[…***…]
2) greater than but less than or equal to	[…***…] […***…]	[…***…]
3) greater than	[…***…]	[…***…]

(b) Royalty Term. Aconcagua's obligation to pay royalties pursuant to this Section 2.9 shall expire, on a Collaboration Product-by-Collaboration Product and country-by-country basis, upon the later of (i) the expiration of the last-to-expire Valid Claim of any patent owned by Aconcagua that covers the composition of matter of the Collaboration Compound contained in such Collaboration Product in such country and (ii) ten (10) years after the first commercial sale of such Collaboration Product in such country (the "**Royalty Term**").

(c) Royalty Conditions. The royalties under this Section 2.9 shall be subject to the following conditions:

(i) only one (1) royalty shall be due with respect to each unit of Collaboration Product, without regard to whether there is more than one Valid Claim covering such Collaboration Product;

(ii) no royalties shall be due upon the sale or transfer of the Collaboration Product among Aconcagua, its Affiliates, licensees, and sublicensees, but in such cases the royalty shall be due and calculated upon Aconcagua's, its Affiliate's, licensee's or sublicensee's Net Sales of Collaboration Product to the first independent Third Party other than such Affiliate, licensee or sublicensee;

(iii) no royalties shall accrue on the disposition of Collaboration Product in reasonable quantities by Aconcagua, its Affiliates, licensees or sublicensees as part of an expanded access program, for use in clinical trials and other development work, as free samples, or as donations to non-profit institutions or government agencies for non-commercial purposes; and

(iv) the Net Sales of the Collaboration Product sold in a country after the expiration of the Royalty Term for such Collaboration Product in such country shall not be included in the calculation of annual Net Sales to determine the applicable royalty.

(d) Royalty Reductions.

(i) If a Collaboration Product is sold in a country during the applicable Royalty Term at a time when there is no Valid Claim of any patent owned by Aconcagua that covers the composition of matter of the Collaboration Compound contained in such Collaboration Product in such country, then the royalty rate applicable to the Net Sales of such Collaboration Product in such country during such time shall be reduced by […***…] ([…***…]) of the average royalty rate otherwise applicable to the Net Sales for such Collaboration Product under Section 2.9(a).

(ii) If Aconcagua, its Affiliate, licensees or sublicensee obtains a license to any patent or know-how owned or controlled by a Third Party in order to develop, manufacture or commercialize the Collaboration Product, then Aconcagua shall have the right to deduct, from the royalty payment that would otherwise have been due pursuant to this Section 2.9, an amount equal to […***…] ([…***…]) of the amount paid by Aconcagua, its Affiliate, licensee or sublicensee to such Third Party pursuant to such license; provided however, that the deduction taken under of this Section 2.9(d)(ii) shall not exceed […***…] ([…***…]) of the royalties that would otherwise due […***…]; provided further that Aconcagua shall have the right to carry forward to subsequent […***…] any deductions it is not allowed to take because of the limitations set forth in the foregoing proviso.

(e) Royalty Report and Payment. […***…] ([…***…]) […***…] after the end of each […***…], commencing with the first commercial sale of any Collaboration Product anywhere in the world, Aconcagua shall provide Schrödinger with a royalty report that contains the following information for the applicable […***…], on a Collaboration Product-by-Collaboration Product and country-by-country basis: (i) the amount of gross sales of the Collaboration Product, (ii) a calculation of Net Sales of the Collaboration Product, (iii) a calculation of the royalty payment due on such Net Sales, including the application of any reduction made in accordance with Section 2.9(d), and (iv) the exchange rate for such country. Concurrent with the delivery of the applicable […***…], Aconcagua shall pay Schrödinger within the royalties owed with respect to the Net Sales of the Collaboration Product for such […***…].

2.10 Currency; Exchange Rate. All payments to be made by Aconcagua to Schrödinger under this Agreement shall be made in US dollars by bank wire transfer in immediately available funds to a bank account designated by written notice from Schrödinger. The rate of exchange to be used in computing the amount of currency equivalent in US dollars shall be made at the average of the closing exchange rates reported in The Wall Street Journal (U.S., Eastern Edition) for the first, middle and last business days of the applicable reporting period for the payment due.

2.11 Blocked Currency. If the conversion of a local currency in a country into US dollars or transfer of funds out of a country becomes materially restricted, forbidden or substantially delayed due to applicable laws, then Aconcagua shall promptly notify Schrödinger and amounts accrued in such country may be paid by Aconcagua in local currency into an account in a local bank designated by Schrödinger, unless the parties otherwise agree.

2.12 Taxes.

(a) Taxes on Income. Each party shall be solely responsible for the payment of all taxes imposed on its share of income arising directly or indirectly from the activities of the parties under this Agreement. For clarity, all payment amounts set forth herein are on a pre-tax basis.

(b) Tax Cooperation. The parties agree to cooperate with one another and use reasonable efforts to avoid or reduce tax withholding or similar obligations in respect of milestone, royalty and other payments made under this Agreement. To the extent Aconcagua is required to deduct and withhold taxes on any payment to Schrödinger, Aconcagua shall deduct those taxes from the remittable payment, pay the taxes to the proper tax authority in a timely manner, and promptly send proof of payment to Schrödinger. Schrödinger shall provide Aconcagua any tax forms that may be reasonably necessary in order for Aconcagua to not withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty. Schrödinger shall use reasonable efforts to provide any such tax forms to Aconcagua in advance of the due date. At the request and expense of Schrödinger, Aconcagua shall provide reasonable assistance to enable the recovery, to the extent permitted by applicable law, of withholding taxes or similar obligations resulting from payments made under this Agreement.

2.13 Financial Records and Audit. Aconcagua shall maintain complete and accurate records in sufficient detail to permit Schrödinger to confirm the accuracy of Net Sales reported by Aconcagua under this Agreement. Upon at least […***…] ([…***…]) […***…] prior notice, such records shall be open for examination, during regular business hours, for a period of […***…] ([…***…]) […***…] from the creation of individual records, and not more often than once each calendar year, by an independent certified public accountant selected by Schrödinger and reasonably acceptable to Aconcagua, for the sole purpose of verifying for Schrödinger the accuracy of the financial reports provided by Aconcagua under this Agreement. Schrödinger shall bear the cost of such audit unless such audit reveals an underpayment by Aconcagua of more than […***…] ([…***…]) of the amount actually due for the time period being audited, in which case Aconcagua shall reimburse Schrödinger for the costs of such audit. Aconcagua shall pay to Schrödinger any underpayment discovered by such audit within […***…] ([…***…]) […***…] after the accountant's report. If the audit reveals an overpayment by Aconcagua, then Aconcagua may take a credit for such overpayment against any future payments due to Schrödinger (if there will be no future payment due, then Schrödinger shall promptly refund such amount to Aconcagua).

3. INTELLECTUAL PROPERTY

3.1 Ownership of Collaboration Inventions, Virtual Screen Results and Work Product Generally.

(a) Each party shall promptly notify the other party in writing and in reasonable detail of all inventions and discoveries, whether patentable or not, that constitute composition of matter or method of use or manufacture Intellectual Property (*i.e.*, compounds and/or compound classes designed *in silico* or otherwise), including any improvement, modification or enhancement of any of the foregoing, directed to the Target that are conceived of or developed by the parties or on behalf of the parties in the course of conducting the activities under the Work Plan, whether developed solely by Aconcagua or Schrödinger or jointly, and regardless of whether actually reduced to practice during the Term (each a "***Collaboration Invention***"). Aconcagua shall solely own any Collaboration Invention regardless of inventorship. The inventorship of any Collaboration Invention shall be determined in accordance with United States patent law. For the avoidance of doubt, Collaboration Inventions do not include any Schrödinger Improvements.

(b) "***Virtual Screen Results***" are herein defined as the information and data generated by Schrödinger in the course of using the Schrödinger Technology to perform virtual screens for Aconcagua with respect to the Target, indicating that one or more commercially available compounds is predicted to have activity against such Target. For clarity, Virtual Screen Results do not include any of the commercially available compounds or structures, including any compounds or structures which are included in the Schrödinger Library, or any Schrödinger Technology which are used to generate or are otherwise referenced in such information or data. As between the parties all Intellectual Property associated with Virtual Screen Results shall be solely owned by Aconcagua. Notwithstanding the foregoing or anything in this Agreement to the contrary, after Schrödinger's exclusivity obligations with respect to the Target under Section 2.5 have concluded and/or if the JSC decides not to pursue the Program with respect to the Target, Schrödinger is and shall be permitted to perform virtual screens (and improve, modify or enhance such screens) with respect to the Target (either internally for its own benefit or with or for the benefit of one or more Third Parties) using the same compound library to perform such virtual screens as it previously used to generate the Virtual Screen Results in respect of the Target for Aconcagua and, consequently, to generate the same or similar results as it previously generated for Aconcagua hereunder, provided that in doing so, Schrödinger shall not (either internally for its own benefit or with or for the benefit of any Third Party) use, share, reference or disclose any Aconcagua Confidential Information, including the fact that it generated the same or similar Virtual Screen Results for Aconcagua in respect of such Target.

(c) Except for the licenses granted pursuant to Section 3.4, each party to this Agreement shall retain all right, title, and interest (collectively, "***Rights***") in any Intellectual Property that was owned by such party prior to the Effective Date or developed independently of this Agreement.

(d) As between Aconcagua and Schrödinger, Aconcagua does and shall own (i) all Rights in the Confidential Information of Aconcagua and any Materials provided by Aconcagua to Schrödinger hereunder, the Aconcagua Background Intellectual Property, Collaboration Inventions, Virtual Screen Results (subject to Section 3.1(b) above) and all Intellectual Property associated therewith, and Work Product and (ii) all Rights in any improvement, modification, or enhancement of any of the foregoing made by either party or by their or their respective Affiliates' employees, agents or consultants (collectively with the Intellectual Property embodied therein, the "***Aconcagua Improvements***"). As between Schrödinger and Aconcagua, Schrödinger does and shall own (1) all Rights in the Confidential Information of Schrödinger and the Schrödinger Intellectual Property, and (2) all Rights in any improvement, modification, or enhancement of any of the foregoing made by either party or their or their respective Affiliates' employees, agents or consultants (collectively with the Intellectual Property embodied therein, the "***Schrödinger Improvements***").

(e) Schrödinger hereby assigns and transfers, and to the extent that it cannot presently assign or transfer, shall assign and transfer, to Aconcagua all of its Rights in and to any Collaboration Inventions, Virtual Screen Results (subject to Section 3.1(b) above), Work Product and Aconcagua Improvements, and agrees to take, and to cause its employees, agents and consultants to take, all further acts reasonably required to evidence such assignment and transfer to Aconcagua. Schrödinger hereby appoints Aconcagua as its attorney-in-fact to sign such documents as Aconcagua deems necessary for Aconcagua to effect the transfer of ownership of the Intellectual Property referenced in this clause (e) belonging to Aconcagua if Aconcagua is unable, after reasonable inquiry, to obtain Schrödinger's (or its employee's or agent's) signature on such a document. Notwithstanding Section 1.7, all Collaboration Inventions, Virtual Screen Results, any Materials provided by Aconcagua to Schrödinger hereunder, Work Product, and Aconcagua Improvements shall be deemed Confidential Information of Aconcagua and Schrödinger shall be deemed the receiving party of such information.

(f) Aconcagua hereby assigns and transfers, and to the extent that it cannot presently assign or transfer, shall assign and transfer and, as applicable, shall cause its Affiliates to assign and transfer, to Schrödinger all of its and, as applicable, its Affiliates', Rights in and to any Schrödinger Improvements, and agrees to take, and to cause its and its Affiliates' employees, agents and consultants, as applicable, to take, all further acts reasonably required to evidence such assignment and transfer to Schrödinger. Aconcagua hereby appoints Schrödinger as its attorney-in-fact to sign such documents as Schrödinger deems necessary for Schrödinger to effect the transfer of ownership of the Intellectual Property referenced in this clause (f) belonging to Schrödinger if Schrödinger is unable, after reasonable inquiry, to obtain Aconcagua's (or its or its Affiliates' employee's or agent's) signature on such a document. All Schrödinger Improvements shall be deemed Confidential Information of Schrödinger and Aconcagua shall be deemed the receiving party of such information.

3.2 Patent Prosecution and Maintenance. Each party shall be responsible, in its sole discretion and at its sole cost, for the filing, prosecution, maintenance and enforcement of patent rights, copyrights and other proprietary rights claiming or directed to inventions owned solely by such party, if any. With respect to any Collaboration Invention, Aconcagua shall be responsible for preparing, filing and prosecuting any patent applications or other appropriate filings and maintaining any patents, copyrights or other similar rights issued thereon.

3.3 Cooperation. Each party shall provide such assistance as may reasonably be required for the other party to secure, perfect, maintain and enforce the other party's rights in its Intellectual Property in connection with this Agreement. Reasonable assistance includes executing and delivering the documents reasonably necessary for the other party to secure, perfect, maintain or enforce its rights in such Intellectual Property (including documents to assign rights, to apply for patent protection, or to register a copyright), responding to reasonable requests for information pertinent thereto and ensuring Affiliates, as applicable, cooperate to achieve the goals set forth in this Section 3.3; provided, however, that in each of the foregoing cases, the party requesting the assistance shall be required to reimburse the assisting party's reasonable out-of-pocket expenses incurred in connection therewith.

3.4 License.

(a) Subject to the terms and conditions of this Agreement, Schrödinger hereby grants to Aconcagua a fully paid-up, non-exclusive, sublicensable, royalty-free, worldwide license to use (i) the Results provided by Schrödinger under the Work Plan and (ii) (A) the Schrödinger Know-how and (B) the Schrödinger Improvements consisting of improvements, modifications or enhancements to Schrödinger Know-how, in each case of (A) and (B) that are necessary or reasonably useful for Aconcagua to conduct the activities assigned to it under the Work Plan, solely for purposes of conducting such activities during the Term. For the avoidance of doubt, Schrödinger and Aconcagua agree to enter into a separate licensing agreement with respect to Schrödinger Technology as required by the Work Plan.

(b) Subject to the terms and conditions of this Agreement, Aconcagua hereby grants to Schrödinger a fully paid-up, non-exclusive, royalty-free, worldwide license to use (i) the Results provided by Aconcagua under the Work Plan, (ii) Aconcagua Background Intellectual Property, (iii) Aconcagua Improvements and (iv) Collaboration Inventions, Work Product and Virtual Screen Results, in each case of (i) to (iv), that are necessary or reasonably useful to conduct the activities assigned to Schrödinger under the Work Plan, solely for purposes of conducting such activities during the Term. Further and notwithstanding the definition of "Control" in Section 1.8 above, Aconcagua agrees to use reasonable efforts to obtain for Schrödinger licenses and any other rights to any Intellectual Property of an Affiliate, Third Party collaboration partner or Third Party service provider of Aconcagua or its Affiliates participating in the Program that relates to (a) the Target or (b) the Intellectual Property contributed by such Affiliate, Third Party collaboration partner or Third Party service provider (and for clarity, that does not relate to the Schrödinger Technology, Schrödinger Library, or Schrödinger Know-how) that is necessary for Schrödinger to conduct the activities assigned to Schrödinger under the Work Plan (collectively, the "Other Intellectual Property"). Aconcagua acknowledges and agrees that it is the Parties' understanding hereunder that Aconcagua or an Affiliate, as applicable, will obtain for or on behalf of Schrödinger rights to "Other Intellectual Property" without any additional fees imposed on Schrödinger by Aconcagua or a Third Party or an Aconcagua Affiliate if the Other Intellectual Property is necessary or reasonably useful for Schrödinger to conduct the activities assigned to Schrödinger under the Work Plan.

(c) All rights in and to Intellectual Property not expressly granted by Aconcagua or Schrödinger under this Agreement are reserved to its owner. Nothing in this Agreement will be deemed to weaken or waive any rights of either party related to the protection of trade secrets.

4. Representations and Warranties

4.1 Representations and Warranties. Each party represents and warrants to the other the following during the Term: (a) it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person or persons executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action; (c) this Agreement is legally binding upon it, enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material, applicable law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it (such laws and regulations collectively, "***Applicable Laws***").

4.2 Disclaimer. THE SERVICES, TECHNOLOGY AND MATERIALS PROVIDED BY EACH PARTY HEREUNDER ARE PROVIDED "AS IS" AND, EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 4.1, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION (A) THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, AND (B) WARRANTIES, IF ANY, ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES.

4.3 Limitation of Liability. EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 5 AND SUBJECT TO THE LAST SENTENCE OF THIS SECTION 4.3, (A) NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, OR ANY LICENSE GRANTED HEREUNDER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS OR PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (B) EACH PARTY'S ENTIRE AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT, FOR ANY REASON(S) AND UPON ANY CAUSES(S) OF ACTION WHATSOEVER, SHALL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS ($500,000). NOTWITHSTANDING THE FOREGOING, SCHRÖDINGER'S ENTIRE AGGREGATE LIABILITY UNDER OR RELATING TO A BREACH OF ITS EXCLUSIVITY OBLIGATIONS UNDER SECTION 2.5 OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) TWO TIMES (2X) THE AMOUNT PAID UNDER THIS AGREEMENT OR (B) TWO MILLION DOLLARS ($2,000,000).

4.4 Liability for Affiliates. Notwithstanding anything to the contrary herein, each party shall be responsible and fully liable for any acts and omissions of its Affiliates (and such Affiliates' employees, agents and consultants, as applicable) in connection with such Affiliates' performance on behalf of or for such party under this Agreement as if such acts and omissions had been executed by such party itself.

5. CONFIDENTIALITY

5.1 Confidentiality. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the parties, the parties agree that, during the Term of this Agreement and for […***…] ([…***…]) […***…] thereafter, the receiving party shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as expressly provided for in this Agreement any Confidential Information of the disclosing party disclosed from the date of that certain mutual non-disclosure agreement between Aconcagua's affiliate Structure Therapeutics Inc. and Schrödinger dated July 28, 2023 (the ***"Non-Disclosure Agreement"***) through the end of the Term of this Agreement, provided that the receiving party may disclose Confidential Information of the disclosing party to its officers, directors, employees, and other authorized representatives ("***Representatives***") who have a need to know such information for performing their obligations under this Agreement and who are legally bound by obligations of non-disclosure and non-use at least substantially similar to those contained herein. All information disclosed by Structure Therapeutics Inc. pursuant to the Non-Disclosure Agreement shall be deemed to be Confidential Information of Aconcagua pursuant to this Agreement. Each party may use Confidential Information of the other party only to the extent necessary to accomplish the purposes of this Agreement. Each party will use at least the same standard of care as it uses to protect proprietary or confidential information of its own, but no less than a reasonable degree of care, to ensure that its employees, agents, consultants and other representatives do not disclose or make any unauthorized use of the other party's Confidential Information. Each party will promptly notify the other upon discovery of any unauthorized use or disclosure of the other party's Confidential Information.

5.2 Exceptions. Confidential Information shall not include any information which the receiving party can prove by competent written evidence: (a) is now, or hereafter becomes, other than through a breach of the confidentiality obligations set forth herein on the part of the receiving party, generally known or available; (b) is known by the receiving party at the time of receiving such information, as reasonably evidenced by its records; (c) is hereafter furnished to the receiving party by a Third Party, as a matter of right and without restriction on disclosure; or (d) information independently developed by the receiving party as evidenced by written documentation or other reasonable evidentiary means.

5.3 Publicity. Subject to Sections 5.4 and 5.5 below, neither party shall disclose any terms or conditions of this Agreement to any Third Party without the prior consent of the other party; provided, however, that after execution of this Agreement, either party may issue a press release announcing the collaboration subject to the other party's written approval of the content of such press release. Notwithstanding the foregoing, Aconcagua agrees to use commercially reasonable efforts to include language substantially similar to **Exhibit B** if it issues press releases or makes similar public disclosures during the Exclusivity Period regarding any Collaboration Compounds or Collaboration Products pursuant to this Agreement.

5.4 Legally Required Disclosure. Notwithstanding the foregoing and Section 5.5, each party shall have the right to disclose the other party's Confidential Information and the terms and conditions of this Agreement to the extent such disclosure is required by applicable laws and regulations; provided that such party shall promptly notify the other party of such legally required disclosure and reasonably cooperate with the other party to obtain a protective order limiting or restricting the required disclosure. Aconcagua acknowledges and agrees that, except to the extent required by applicable laws and regulations, the financial terms and conditions of this Agreement shall be redacted prior to any submission or disclosure to any governmental authorities and regulatory bodies, including, but not limited to, the Securities and Exchange Commission. In any event, the receiving party shall only disclose that portion of Confidential Information that is legally required to be disclosed.

5.5 Terms of Agreement - Permitted Disclosure. The parties agree that the terms of this Agreement (including all exhibits hereto) are confidential between the parties and shall not be disclosed to Third Parties. Notwithstanding the foregoing, a party is permitted to disclose of the terms of this Agreement to (i) Representatives and Affiliates of each party who reasonably have a need to know for the purposes of this Agreement; or (ii) auditors, potential and current investors acquirers, licensees, sublicensees, or other commercial partners, attorneys, advisors and similar persons of each party who have a need to know for purposes of corporate and legal compliance, diligence, audits, licensing, strategic partnering, or collaboration transactions, and similar activities; provided however that any such persons are bound by reasonable obligations of confidentiality in connection with any disclosure of the terms of this Agreement.

5.6 Independent Development. It is understood that the parties may have performed, and may continue to perform, independent development relating to the Confidential Information or proprietary information received thereunder. The parties hereto agree that neither this Agreement nor the receipt of any Confidential Information or proprietary information shall limit either party's independent development or right to use the skills, knowledge, experience and information which such party has acquired in the course of the Program, so long as in doing so (i) Schrödinger shall not use Aconcagua's Confidential Information and (ii) Aconcagua shall not use Schrödinger's Confidential Information.

6. Term and Termination

6.1 Term of the Agreement. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Article 6, continue for three (3) years thereafter (such period, the "***Term***"). This Agreement may be extended upon mutual, written agreement of the parties.

6.2 Termination for Convenience. Each party shall have the right to terminate this Agreement upon […***…] ([…***…]) […***…] prior written notice to the other party, provided that, neither party may send such notice prior to the eight (8) month anniversary of the Effective Date of this Agreement.

6.3 Termination for Cause. Each party shall have the right to terminate this Agreement upon […***…] ([…***…]) […***…] prior written notice to the other party upon the breach of any material provision of this Agreement by the other party if the breaching party has not cured such breach within such […***…] ([…***…]) […***…] period following written notice thereof by the non-breaching party.

6.4 Effect of Termination; Surviving Obligations.

(a) Upon termination of this Agreement by Schrödinger pursuant to Section 6.2 or by Aconcagua pursuant to Section 6.3, the milestone payments set forth in Section 2.8 and royalty payments set forth in Section 2.9(a) shall be reduced as follows:

Milestone Events after Termination under Section 6.2 or 6.3	**Adjusted Milestone Payment**
1) […***…]	[…***…]
2) […***…]	[…***…]
3) […***…]	[…***…]
4) […***…]	[…***…]
5) […***…]	[…***…]

For that portion of annual worldwide Net Sales after Termination under Section 6.2 or 6.3		**Adjusted Royalty Rate**
1) less than or equal to	[…***…]	[…***…]
2) greater than but less than or equal to	[…***…] […***…]	[…***…]
3) greater than	[…***…]	[…***…]

(b) Expiration or termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination. Except as set forth below or elsewhere in this Agreement, the obligations (including without limitation obligations to grant equity to Schrödinger hereunder and under any other applicable agreements in connection with the Program) and rights of the parties under Sections 2.5, 2.7 (last sentence only), 2.8, 2.9, 3.1, 3.2, 3.3, 4.2, 4.3, 4.4, and Articles 5, 6, 7, and 8 shall survive expiration or termination of this Agreement.

(c) Upon the disclosing party's written request provided within […***…] ([…***…]) […***…] following the expiration or termination of this Agreement, each party shall deliver to the other party any and all Confidential Information of the other party in its possession.

(d) The exercise by either party hereto of a termination right provided for under this Agreement shall not, in and of itself, give rise to the payment of damages or any other form of compensation or relief to the other party with respect thereto. Subject to the preceding sentence, termination of this Agreement shall not preclude either party from claiming any other damages, compensation or relief that it may be entitled to upon such termination.

7. INDEMNIFICATION

7.1 Indemnification.

(a) Schrödinger hereby agrees to defend, indemnify and hold harmless Aconcagua, its Affiliates and its and their respective employees, officers, directors and agents (each, a ***"Aconcagua Indemnified Party"***) from and against any and all claim, liability, loss, damage, cost, and expense, including reasonable attorneys' fees (collectively, ***"Liabilities"***), which the Aconcagua Indemnified Party may incur, suffer or be required to pay resulting from or arising in connection with any Third Party action or claim based upon (i) the gross negligence or willful misconduct of Schrödinger hereunder or (ii) the breach by Schrödinger of any of its material obligations, representations or warranties set forth in this Agreement (which includes the Work Plan) or (iii) the infringement of such Third Party's Intellectual Property Rights by the Schrödinger Technology or Schrödinger Know-how used by Schrödinger in the performance of its obligations under this Agreement. Notwithstanding the foregoing, Schrödinger shall have no obligation under this Agreement to indemnify, defend or hold harmless any Aconcagua Indemnified Party with respect to claims, demands, costs or judgments which result from willful misconduct or grossly negligent acts or omissions of Aconcagua, its Affiliates or any of Aconcagua's or Aconcagua's Affiliates' respective employees, officers, directors or agents or Liabilities for which Aconcagua indemnifies Schrödinger hereunder.

(b) Aconcagua hereby agrees to defend, indemnify and hold harmless Schrödinger, its Affiliates and its and their respective employees, officers, directors and agents (each, a ***"Schrödinger Indemnified Party"***) from and against any and all Liabilities which the Schrödinger Indemnified Party may incur, suffer or be required to pay resulting from or arising in connection with any Third Party action or claim based upon (i) the gross negligence or willful misconduct of Aconcagua or its Affiliates hereunder or (ii) the breach by Aconcagua of any of its material obligations, representations or warranties set forth in this Agreement (which includes the Work Plan) or (iii) the development, manufacture, use, handling, storage, sale or other disposition of any product resulting from the Program by Aconcagua, its Affiliates or sublicensees (other than Schrödinger). Notwithstanding the foregoing, Aconcagua shall have no obligation under this Agreement to indemnify, defend or hold harmless any Schrödinger Indemnified Party with respect to claims, demands, costs or judgments which result from willful misconduct or grossly negligent acts or omissions of Schrödinger, its Affiliates or any of Schrödinger's or Schrödinger's Affiliates' respective employees, officers, directors or agents or Liabilities for which Schrödinger indemnifies Aconcagua hereunder.

7.2 Control of Defense. In the event a party seeks indemnification under Section 7.1, it shall inform the other party (the ***"Indemnifying Party"***) of a claim as soon as reasonably practicable after it receives notice of the claim, shall permit the Indemnifying Party to assume direction and control of the defense of the claim (including the right to settle the claim solely for monetary consideration), and shall cooperate as reasonably requested (at the expense of the Indemnifying Party) in the defense of the claim.

8. General Provisions

8.1 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding its conflicts of laws principles.

8.2 Dispute Resolution. The parties recognize that disputes as to certain matters may from time to time arise which relate to either party's rights and/or obligations hereunder. To resolve such disputes, the parties agree to follow the procedures set forth in this Section 8.2 if and when such a dispute arises between the parties. If any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement arises between the parties and the parties cannot resolve the dispute within […***…] ([…***…]) […***…] of a written request by either party to the other party, the parties agree to hold a meeting, attended by the […***…] of Aconcagua and the […***…] of Schrödinger, to attempt in good faith to negotiate a resolution of the dispute (such […***…], collectively, the "***Executives***"). If the Executives are unable to resolve such dispute within […***…] ([…***…]) […***…], then such dispute shall be resolved by binding arbitration administered by […***…] in New York in accordance to its then current arbitration rules. The number of arbitrators shall be […***…] ([…***…]), […***…] of whom […***…] selected by Aconcagua, […***…] of whom […***…] selected by Schrödinger and […***…] of whom […***…] selected by Aconcagua and Schrödinger (or by the other […***…] ([…***…]) arbitrators if the parties cannot agree within […***…] ([…***…]) […***…] of selecting the other […***…] ([…***…]) arbitrators). The arbitration shall be conducted in the English language. Any arbitration proceeding shall be brought in New York in accordance with the Rules of the […***…] unless the parties agree in writing to conduct the arbitration in another location and under different arbitration rules. The arbitration decision shall be binding upon the parties. The decision of the arbitrators shall be executory, and the prevailing party may enter such decision in any court having competent jurisdiction. Each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party (including the right to seek and to obtain injunctive relief) solely to enforce the instituting party's arbitration rights or the decision of the arbitrators. Nothing in this Agreement shall be deemed as preventing either party from seeking injunctive relief (other provisional remedy) from any court of competent jurisdiction as necessary to protect such party's interests.

8.3 Entire Agreement; Modification. This Agreement (including all exhibits and attachments hereto) is both a final expression of the parties' agreement and a complete and exclusive statement with respect to all of its terms. This Agreement supersedes all prior and contemporaneous agreements and communications, whether oral, written or otherwise, concerning any and all matters contained herein, including, without limitation, the Non-Disclosure Agreement (except insofar as the Non-Disclosure Agreement applies to confidential information of a party disclosed prior to the Effective Date of this Agreement). No rights or licenses with respect to any intellectual property of either party are granted or deemed granted hereunder or in connection herewith, other than those rights expressly granted in this Agreement. This Agreement may only be amended, modified or supplemented in a writing expressly stated for such purpose and signed by the parties to this Agreement. In the event of any conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall take precedence.

8.4 Non-Waiver. The failure of a party to insist upon strict performance of any provision of this Agreement or to exercise any right arising out of this Agreement shall neither impair that provision or right nor constitute a waiver of that provision or right, in whole or in part, in that instance or in any other instance. Any waiver by a party of a particular provision or right shall be in writing, shall be as to a particular matter and, if applicable, for a particular period of time and shall be signed by such party.

8.5 Assignment. Except as expressly provided hereunder, neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); *provided, however,* that either party may assign this Agreement and its rights and obligations hereunder without the other party's consent (a) to an Affiliate, (b) in connection with the transfer or sale of all or substantially all of the business of such party to which this Agreement relates to a Third Party, whether by merger, sale of stock, sale of assets or otherwise, or (c) in connection with any consolidation or merger effected exclusively to change the domicile of such party. In the event of such a permitted assignment, the parties to this Agreement shall not acquire by such transaction any access to Intellectual Property of any Third Party or which was not already included in the Intellectual Property licensed hereunder prior to such transaction, unless the agreements related to such transaction explicitly specify otherwise. The rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Any assignment not in accordance with this Agreement shall be void and of no effect.

8.6 No Third Party Beneficiaries. This Agreement is neither expressly nor impliedly made for the benefit of any party other than those executing it.

8.7 Severability. If, for any reason, any part of this Agreement is adjudicated invalid, unenforceable or illegal by a court of competent jurisdiction, such adjudication shall not affect or impair, in whole or in part, the validity, enforceability or legality of any remaining portions of this Agreement. All remaining portions shall remain in full force and effect as if the original Agreement had been executed without the invalidated, unenforceable or illegal part.

8.8 Notices. Any notice to be given under this Agreement must be in writing and delivered either in person, by any method of mail (postage prepaid) requiring return receipt, or by overnight courier or facsimile confirmed thereafter by any of the foregoing, to the party to be notified at its address(es) given below, or at any address such party has previously designated by prior written notice to the other. Notice shall be deemed sufficiently given for all purposes upon the earlier of: (a) the date of actual receipt; (b) if mailed, three calendar days after the date of postmark; or (c) if delivered by overnight courier, the next business day the overnight courier regularly makes deliveries.

If to Schrödinger, notices must be addressed to:

Schrödinger, Inc.
1540 Broadway, 21st Floor
New York, New York 10036
Attention: President
E-mail: legal@schrodinger.com

With a copy to the General Counsel at the above address.

If to Aconcagua, notices must be addressed to:

c/o Aconcagua Bio, Inc.
601 Gateway Blvd, Suite 900
South San Francisco, CA 94080
Attention: Chief Executive Officer
Telephone:

8.9 Force Majeure. Each party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, any strike or labor disturbance, or any other event similar to those enumerated above. Such excuse from liability shall be effective (a) only to the extent and duration of the event(s) causing the failure or delay in performance and (b) provided that the party relying on this Section has not caused such event(s) to occur and that the party takes all reasonable steps necessary under the circumstances to mitigate the effects of the applicable force majeure event. Notice of a party's failure or delay in performance due to force majeure must be given to the other party within […***…] ([…***…]) […***…] after its occurrence. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any party be required to prevent or settle any labor disturbance or dispute. Notwithstanding the foregoing, should the event(s) of force majeure suffered by a party extend beyond a […***…] ([…***…]) […***…] period, the other party may then terminate this Agreement by written notice to the non-performing party, with the consequences of such termination as set forth in Section 6.4.

8.10 Independent Contractors. Each party acknowledges and agrees that such party's services hereunder are performed on a non-exclusive basis, except as otherwise set forth explicitly in this Agreement (including Section 2.5). Each party shall have the right to perform similar services for, or undertake similar collaborations with, parties other than the other party. This Agreement does not provide, and shall not be construed to provide, any Third Parties with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship.

8.11 Headings. The headings of clauses contained in this Agreement preceding the text of the articles, sections and subsections hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement, or have any effect on its interpretation or construction.

8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which, together with this writing, shall be deemed one instrument.

8.13 Construction. Except where the context otherwise requires, wherever used, the singular will include the plural, the plural the singular, the use of any gender will be applicable to all genders, and the word "or" is used in the inclusive sense (and/or). Whenever this Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The term "including" as used herein shall be deemed to be followed by the phrase "without limitation" or like expression. The term "will" as used herein means shall. References to "Article," "Section" or "Exhibit" are references to the numbered sections of this Agreement and the exhibits attached to this Agreement, unless expressly stated otherwise. Except where the context otherwise requires, references to this "Agreement" shall include the exhibits attached to this Agreement. The language of this Agreement shall be deemed to be the language mutually chosen by the parties and no rule of strict construction will be applied against either party hereto.

In Witness Whereof, the parties hereto have duly executed this Collaboration Agreement as of the Effective Date.

Aconcagua Bio, Inc.		**Schrödinger, Inc.**	
By:	/s/ Raymond Stevens	By:	/s/ Ramy Farid
Name:	Raymond Stevens	Name:	Ramy Farid
Title:	Chief Executive Officer	Title:	President and Chief Executive Officer

EXHIBIT A

Work Plan
[…***…]

EXHIBIT B

Disclosure Language

[…***…]

Exhibit 99.1

Structure Therapeutics Reports Third Quarter 2023 Financial Results and Recent Highlights

Announced positive results from Phase 1b clinical study of oral GLP-1 receptor agonist, GSBR-1290, demonstrating significant weight loss supporting once-daily dosing and an encouraging safety and tolerability profile

Topline data from GSBR-1290 Phase 2a diabetes cohort expected in December 2023; Topline data from Phase 2a obesity cohort expected in first half of 2024

Completed $300 million financing; expected to extend funding through the end of 2026

SAN FRANCISCO – November 14, 2023 – Structure Therapeutics Inc. (NASDAQ: GPCR), a clinical-stage global biopharmaceutical company developing novel oral small molecule therapeutics for metabolic and cardiopulmonary diseases, today reported financial results for the third quarter ended September 30, 2023, and highlighted recent corporate achievements.

"Our recent Phase 1b data support the potential of GSBR-1290 as a promising, differentiated oral GLP-1 receptor agonist with once-daily dosing," said Raymond Stevens, Ph.D., Founder and CEO of Structure Therapeutics. "Following the completion of our recent $300 million equity financing in October, we believe we are well positioned to advance and accelerate the development of GSBR-1290 as well as our entire oral incretin franchise."

Recent Highlights and Upcoming Milestones

GSBR-1290 for Type 2 Diabetes Mellitus (T2DM) and Obesity

- The Company reported topline data from the 28-day Phase 1b multiple ascending dose (MAD) study in September 2023. GSBR-1290 demonstrated significant weight loss of up to 4.9% (placebo-adjusted) supporting once-daily dosing, and an encouraging safety profile with no adverse event-related discontinuations.
- The Company expects to report topline data from the type 2 diabetes (T2DM) cohort of the Phase 2a study in December 2023, along with results from the Japanese ethno-bridging study of GSBR-1290.
- Topline data from the obesity cohort of the Phase 2a study are expected in the first half of 2024.

- The Company plans to initiate global Phase 2b studies in T2DM and obesity in the second half of 2024. In preparation for these studies, Structure has initiated a formulation bridging study to evaluate a tablet formulation of GSBR-1290.

Next-generation combination GLP-1R candidates

- The Company continues to develop next generation combination GLP-1R candidates, including dual GLP-1R/GIPR agonists and amylin receptor agonists, each designed with customized properties to achieve additional benefits. Development candidates for each program are expected to be selected in 2024.

Corporate

- In October 2023, Structure completed a private placement equity financing, raising approximately $300 million in gross proceeds before deducting placement agent fees and other private placement expenses.

Third Quarter 2023 Financial Highlights

Cash Position: Cash, cash equivalents and short-term investments totaled $205.4 million at September 30, 2023. The Company expects its current cash, cash equivalents and short-term investment, together with the $300 million in gross proceeds from the financing completed in October 2023, to fund operations and expected key clinical milestones through at least 2026.

R&D Expenses: Research and development expenses were $17.5 million for the quarter ended September 30, 2023, as compared to $9.2 million for the same period in 2022. The increase was primarily due to the advancement of the Company's GLP-1R franchise and other research programs, clinical study activities and increases related to employee expenses, primarily due to an increase in personnel.

G&A Expenses: General and administrative expenses were $8.6 million for the quarter ended September 30, 2023, as compared to $3.5 million for the same period in 2022. The increase was primarily due to increases in professional services associated with employee related expenses as the Company expanded its infrastructure to drive and support the growth in its operations as a publicly-traded company.

Net Loss: Net loss totaled $23.9 million for the quarter ended September 30, 2023, with non-cash stock-based compensation expense of $1.9 million, compared to $12.4 million for the same period in 2022 with non-cash stock-based compensation expense of $0.6 million.

About Structure Therapeutics

Structure Therapeutics is a leading clinical-stage biopharmaceutical company focused on discovering and developing innovative oral treatments for chronic metabolic and cardiopulmonary conditions with significant unmet medical needs. Utilizing its next generation structure-based drug discovery platform, the company has established a scientifically-driven, GPCR-targeted pipeline, featuring two wholly-owned proprietary clinical-stage small molecule compounds designed to surpass the limitations of traditional biologic and peptide therapies and be accessible to more patients around the world. For additional information, please visit www.structuretx.com.

Forward Looking Statements

This press release contains “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact are statements that could be deemed forward-looking statements, including, without limitation, statements concerning the Company’s interim unaudited condensed consolidated financial statements, future plans and prospects, expected cash runway and the Company’s ability to fund development activities and achieve development goals and key clinical milestones; the clinical data from Structure’s Phase 1b MAD study of GSBR-1290, the clinical update from Structure’s Phase 2a study of GSBR-1290 in patients with T2DM and obesity, any expectations regarding the safety, efficacy or tolerability of GSBR-1290 and other candidates under development, the ability of GSBR-1290 to treat T2DM, obesity or related indications, the planned initiation and study design of Structure’s Phase 2b studies for GSBR-1290 in patients with T2DM and obesity and the timing thereof; the planned timing of the Company’s data results and continued development of GSBR-1290 and next generation combination GLP-1R candidates and expectations regarding an oral development candidate targeting GLP-1R. In addition, when or if used in this press release, the words “may,” “could,” “should,” “anticipate,” “believe,” “estimate,” “expect,” “intend,” “plan,” “predict” and similar expressions and their variants, as they relate to the Company may identify forward-looking statements. Forward-looking statements are neither historical facts nor assurances of future performance. Although the Company believes the expectations reflected in such forward-looking statements are reasonable, the Company can give no assurance that such expectations will prove to be correct. Readers are cautioned that actual results, levels of activity, safety, performance or events and circumstances could differ materially from those expressed or implied in the Company’s forward-looking statements due to a variety of risks and uncertainties, which include, without limitation, finalization of review of the Company’s interim unaudited condensed consolidated financial statements, including for the three months ended September 30, 2022, risks and uncertainties related to the preliminary nature of the results due to length of the study and sample size, the risks that unblinded data is not consistent with blinded data, the Company’s ability to advance GSBR-1290, LTSE-2578, ANPA-0073 and its other therapeutic candidates, obtain regulatory approval of and ultimately commercialize the Company’s therapeutic candidates, the timing and results of preclinical and clinical trials, the impact of any data collection omissions at any of our clinical sites, the Company’s ability to fund development activities and achieve development goals, the impact of any global pandemics, inflation, supply chain issues, rising interest rates and future bank failures on the Company’s business, its ability to protect its intellectual property and other risks and uncertainties described in the Company’s filings with the Securities and Exchange Commission (SEC), including the Company’s Annual Report on Form 10-K filed with the SEC on March 30, 2023, Quarterly Report on Form 10-Q filed with the SEC on August 10, 2023, and future reports the Company may file with the SEC from time to time. All forward-looking statements contained in this press release speak only as of the date on which they were made and are based on management’s assumptions and estimates as of such date. The Company undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made, except as required by law.

STRUCTURE THERAPEUTICS INC.
Condensed Consolidated Statements of Operations
(unaudited)
(In thousands, except per share amounts)

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2023	2022	2023	2022
Operating expenses:				
Research and development	$ 17,515	$ 9,160	$ 50,061	$ 27,833
General and administrative	8,630	3,533	21,720	11,772
Total operating expenses	26,145	12,693	71,781	39,605
Loss from operations	(26,145)	(12,693)	(71,781)	(39,605)
Interest and other income (expense), net	2,688	349	7,212	356
Loss before provision for income taxes	(23,457)	(12,344)	(64,569)	(39,249)
Provision for income taxes	405	73	548	197
Net loss	(23,882)	(12,417)	(65,117)	(39,446)
Less: Accretion of redeemable convertible preferred shares to their redemption value	—	—	—	(1,515)
Net loss attributable to ordinary shareholders	$ (23,862)	$ (12,417)	$ (65,117)	$ (40,961)
Net loss per share attributable to ordinary shareholders, basic and diluted	$ (0.21)	$ (1.27)	$ (0.65)	$ (4.34)
Weighted-average ordinary shares used in computing net loss per share attributable to ordinary shareholders, basic and diluted	114,948	9,780	100,613	9,428

STRUCTURE THERAPEUTICS INC.
Condensed Consolidated Balance Sheet Data
(unaudited)
(In thousands)

	SEPTEMBER 30, 2023	DECEMBER 31, 2022
Assets		
Current assets:		
Cash, cash equivalents and short-term investments	$ 205,424	$ 90,841
Prepaid expenses and other current assets	4,535	2,248
Total current assets	209,959	93,089
Property and equipment, net	2,408	1,031
Operating right-of-use assets	3,653	262
Other non-current assets	350	3,463
Total assets	$ 216,370	$ 97,845
Liabilities, redeemable convertible preferred shares and shareholders' equity (deficit)		
Current liabilities:		
Accounts payable	$ 3,319	$ 6,009
Accrued expenses and other current liabilities	15,955	6,741
Operating lease liabilities, current portion	817	260
Total current liabilities	20,091	13,010
Operating lease liabilities, net of current portion	3,034	—
Other non-current liabilities	281	—
Total liabilities	23,406	13,010
Redeemable convertible preferred shares issuable in series	—	199,975
Total shareholders' equity (deficit)	192,964	(115,140)
Total liabilities, redeemable convertible preferred shares and shareholders' equity (deficit)	$ 216,370	$ 97,845

Investors:
Danielle Keatley
Structure Therapeutics Inc.
ir@structuretx.com

Media:
Dan Budwick
1AB
Dan@1abmedia.com