

**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): March 2, 2023**

**Personalis, Inc.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-38943**  
(Commission  
File Number)

**27-5411038**  
(IRS Employer  
Identification No.)

**6600 Dumbarton Circle**  
**Fremont, California**  
(Address of Principal Executive Offices)

**94555**  
(Zip Code)

**(650) 752-1300**

**Registrant's Telephone Number, Including Area Code**

**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 Instructions 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	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	PSNL	The Nasdaq Global Market

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 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.**

On March 2, 2023, the board of directors (the “Board”) of Personalis, Inc. (the “Company”) appointed (i) Aaron Tachibana as Chief Operating Officer, in addition to his role as Chief Financial Officer, (ii) Christopher Hall as the Company’s Chief Executive Officer, in addition to his role as President, and (iii) Richard Chen as the Company’s Executive Vice President, R&D, promoted from Vice President, R&D, in addition to his role as Chief Medical Officer. The Board also appointed Mr. Hall as a member of the Board as a Class II director. Mr. Hall’s term as a director will expire, along with the terms of the other Class II directors, at the Company’s annual meeting of stockholders in 2024.

Mr. Tachibana, age 62, has served as the Company’s Chief Operating Officer since March 2023, as a Senior Vice President since July 2021, and as the Company’s Chief Financial Officer since March 2019. He served as the Company’s interim Chief Executive Officer from December 2022 until March 2023. From August 2015 to September 2018, Mr. Tachibana served as Chief Financial Officer at Lumentum Holdings Inc., a designer and manufacturer of optical and photonic products. From November 2013 to July 2015, Mr. Tachibana served as Vice President, Finance and Corporate Controller at JDS Uniphase Corp., subsequently renamed Viavi Solutions Inc., a network test, measurement, and assurance technology company. From March 2010 to October 2013, Mr. Tachibana served as Chief Financial Officer at Pericom Semiconductor Corp., a supplier of high-performance connectivity and timing solutions. Mr. Tachibana holds a B.S. in Business Administration and Finance from San Jose State University.

Mr. Hall, age 54, has served as the Company’s Chief Executive Officer since March 2023 and as its President since December 2022. Before that, he served as the Company’s SVP and Head, Diagnostics Business since October 2022. From October 2020 to July 2022, he served as Chief Executive Officer of Naring Health, Inc., a multi-omics platform and nutrition company. From March 2010 to July 2019, Mr. Hall served as President, Chief Operating Officer, and Chief Commercial Officer at Veracyte, Inc., a publicly traded genomic diagnostics company. Mr. Hall also previously served as Chief Business Officer for Berkeley HeartLab, Celera Corporation’s cardiovascular diagnostic lab. Mr. Hall holds a B.A. in Political Science and Economics from DePauw University and a M.B.A. from Harvard Business School.

Dr. Chen, age 52, has served as the Company’s Executive Vice President, R&D, since March 2023 and as Chief Medical Officer since July 2021. Before that, he served as the Company’s Vice President, R&D, from July 2021 to March 2023 and Chief Scientific Officer from November 2011 to July 2021. Since September 2011, Dr. Chen has served on the clinical faculty at Stanford University School of Medicine. In August 1997, Dr. Chen co-founded Ingenuity Systems, a genomic data software company. Dr. Chen holds a B.S. in Computer Science from Stanford University, an M.S. in Medical Informatics from Stanford University School of Medicine, and an M.D. from Stanford University School of Medicine.

*Amended Executive Employment Agreements*

In connection with his appointment as the Company’s Chief Operating Officer and continuing role as Chief Financial Officer, the Company entered into an amended employment agreement with Mr. Tachibana. Pursuant to the agreement, Mr. Tachibana will receive an annual base salary of \$515,000 and will be eligible to receive an annual discretionary performance bonus of up to 60% of his then-current base salary. On March 15, 2023 (the “Grant Date”), in connection with his appointment, Mr. Tachibana will be granted an option to purchase 450,000 shares of common stock of the Company at an exercise price equal to the closing price of the Company’s common stock on the Grant Date. The shares subject to the option will vest in equal monthly installments over 36 months, in each case subject to Mr. Tachibana’s continuous service with the Company.

In connection with his appointment as the Company’s Chief Executive Officer and his continuing role as President, the Company entered into an amended offer letter with Mr. Hall. Pursuant to the agreement, Mr. Hall will receive an annual base salary of \$550,000 and will be eligible to receive an annual discretionary performance bonus of up to 80% of his then-current base salary. On the Grant Date, in connection with his appointment, Mr. Hall will be granted an option to purchase 400,000 shares of common stock of the Company at an exercise price equal to the closing price of the Company’s common stock on the Grant Date. The shares subject to the option will vest in equal monthly installments over 36 months, in each case subject to Mr. Hall’s continuous service with the Company.

In connection with his appointment as the Company’s Executive Vice President, R&D, and his continuing role as Chief Medical Officer, the Company entered into an amended employment agreement with Dr. Chen. Pursuant to the agreement, Dr. Chen will receive an annual base salary of \$500,000 and will be eligible to receive an annual discretionary performance bonus of up to 60% of his then-current base salary. On the Grant Date, in connection with his appointment, Dr. Chen will be granted an option to purchase 250,000 shares of common stock of the Company at an exercise price equal to the closing price of the Company’s common stock on the Grant Date. The shares subject to the option will vest in equal monthly installments over 36 months, in each case subject to Dr. Chen’s continuous service with the Company.

## *Amended Executive Severance Agreements*

In connection with Mr. Tachibana's new role, the Company entered into a second amended and restated executive severance agreement with Mr. Tachibana to provide, in exchange for Mr. Tachibana providing the Company with an effective release and waiver of claims: (i) if Mr. Tachibana's employment is terminated by the Company without "cause" (and other than as a result of his death or disability) or by Mr. Tachibana for "good reason" (each, a "separation from service," as further defined in his amended and restated executive severance agreement), the Company will pay Mr. Tachibana a cash severance in an amount equal to nine months of Mr. Tachibana's then-current base salary and will pay Mr. Tachibana's COBRA premiums for a period of up to nine months following the effective date of Mr. Tachibana's separation from service, and (ii) if Mr. Tachibana's separation from service is within 12 months after a "change in control" (as defined in his amended and restated executive severance agreement), the Company will pay Mr. Tachibana a cash severance in an amount equal to 12 months of Mr. Tachibana's then-current base salary, Mr. Tachibana's then-current target performance bonus that he would have been eligible to earn had Mr. Tachibana's employment with the Company continued for a period of 12 months following the effective date of his separation from service, and Mr. Tachibana's COBRA premiums for a period of up to 12 months following the effective date of Mr. Tachibana's separation from service, and Mr. Tachibana's unvested outstanding equity awards as of the effective date of his separation from service will become vested.

In connection with Mr. Hall's new role, the Company entered into an amended and restated executive severance agreement with Mr. Hall to provide, in exchange for Mr. Hall providing the Company with an effective release and waiver of claims: (i) if Mr. Hall is terminated by the Company without "cause" (and other than as a result of his death or disability) or by Mr. Hall for "good reason" (each, a "separation from service," as further defined in his amended and restated executive severance agreement), the Company will pay Mr. Hall a cash severance in an amount equal to 12 months of Mr. Hall's then-current base salary and will pay Mr. Hall's COBRA premiums for a period of up to 12 months following the effective date of his separation from service, and (ii) if Mr. Hall separation from service is within 12 months after a "change in control" (as defined in his amended and restated executive severance agreement), the Company will pay Mr. Hall a cash severance in an amount equal to 12 months of Mr. Hall's then-current base salary, Mr. Hall's then-current target performance bonus that he would have been eligible to earn had Mr. Hall's employment with the Company continued for a period of 12 months following the effective date of his separation from service, and Mr. Hall's COBRA premiums for a period of up to 12 months following the effective date of Mr. Hall's separation from service, and Mr. Hall's unvested outstanding equity awards as of the effective date of the separation from service will become vested.

In connection with Dr. Chen's new role, the Company entered into a second amended and restated executive severance agreement with Dr. Chen to provide, in exchange for Dr. Chen providing the Company with an effective release and waiver of claims: (i) if Dr. Chen's employment is terminated by the Company without "cause" (and other than as a result of his death or disability) or by Dr. Chen for "good reason" (each, a "separation from service," as further defined in his amended and restated executive severance agreement), the Company will pay Dr. Chen a cash severance in an amount equal to nine months of Dr. Chen's then-current base salary and will pay Dr. Chen's COBRA premiums for a period of up to nine months following the effective date of Dr. Chen's separation from service, and (ii) if Dr. Chen's separation from service is within 12 months after a "change in control" (as defined in his amended and restated executive severance agreement), the Company will pay Dr. Chen a cash severance in an amount equal to 12 months of Dr. Chen's then-current base salary, Dr. Chen's then-current target performance bonus that he would have been eligible to earn had Dr. Chen's employment with the Company continued for a period of 12 months following the effective date of his separation from service, and Dr. Chen's COBRA premiums for a period of up to 12 months following the effective date of Dr. Chen's separation from service, and Dr. Chen's unvested outstanding equity awards as of the effective date of his separation from service will become vested.

The foregoing is a summary only and does not purport to be a complete description of all of the terms, provisions and agreements contained in the officers' respective amended and restated offer letter or employment agreements and amended and restated executive severance agreements, and is subject to and qualified in its entirety by reference to the complete text of the agreements, copies of which are filed as exhibits to this report.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits*

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Amended and Restated Employment Agreement dated March 7, 2023, between the Company and Aaron Tachibana</u></a>
10.2	<a href="#"><u>Amended and Restated Offer Letter, dated March 7, 2023, between the Company and Christopher Hall</u></a>
10.3	<a href="#"><u>Amended and Restated Employment Agreement dated March 8, 2023, between the Company and Richard Chen</u></a>
10.4	<a href="#"><u>Second Amended and Restated Executive Severance Agreement, dated March 7, 2023, between the Company and Aaron Tachibana</u></a>
10.5	<a href="#"><u>First Amended and Restated Executive Severance Agreement, dated March 7, 2023, between the Company and Christopher Hall</u></a>
10.6	<a href="#"><u>Second Amended and Restated Executive Severance Agreement, dated March 8, 2023, between the Company and Richard Chen</u></a>
104	Cover Page Interactive Data File (formatted as Inline XBRL).

**SIGNATURES**

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

Date: March 8, 2023

Personalis, Inc.

By: /s/ Aaron Tachibana

Aaron Tachibana

Chief Financial Officer and Chief Operating Officer



March 7, 2023

Aaron Tachibana

Re: First Amended and Restated Employment Terms

Dear Aaron,

This First Amended and Restated Employment Terms letter agreement (“Agreement”) between Personalis, Inc. (“Personalis” or “Company”) and you supersedes in its entirety and restates that certain Employment Terms letter agreement between you and Personalis dated June 2, 2019 (the “Prior Agreement”). I am pleased to offer you continuing full-time employment on the following terms. Upon your acceptance, these terms will become effective immediately.

#### Position Description

Your positions with Personalis are Chief Financial Officer and Chief Operating Officer, reporting to the Company’s Chief Executive Officer, the Company’s Board of Directors (the “Board”) and the Audit Committee of the Board. You will work at the Company’s corporate headquarters, and your duties will require business travel.

You will be expected to perform the customary duties of your position, duties specified in the Bylaws of the Company, and as may be required by the Board.

Your employment relationship with the Company will also be governed by the general employment policies and practices of the Company, except that if the terms of this Agreement conflict with such policies and practices, this Agreement will control. Personalis may change your position, duties, and work location from time to time in its discretion.

#### Exclusive Employment

During your employment with the Company, you will devote your full business time, skill, and attention to your duties and responsibilities, and will perform them faithfully, diligently and competently, and you will use your best efforts to further the business of the Company. You will be expected to be available and working during the Company’s regular business hours, and such additional time as appropriate to manage your responsibilities.

While you render services to the Company, you agree that you will not engage in any other employment, consulting, or other business activity for which you receive remuneration, other than service on any board of directors which has been previously disclosed to the Company, without the prior written consent of the Company. During your employment with the Company, you agree that you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

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### Salary

Your current salary is \$515,000 annually, less applicable payroll tax withholding and deductions, and is subject to adjustment based on the Company's compensation policies, as in effect from time to time.

### Bonus

You are eligible to participate in the Company's annual bonus plan, as adopted by the Board for each bonus year, with a bonus target of 60% of your annual salary, less applicable payroll tax withholding and deductions.

### Stock Options

Subject to approval by the Board or its designated committee, in connection with this First Amended and Restated Employment Terms letter agreement, the Company will grant you an option to purchase 450,000 shares of the Company's Common Stock, at a per share exercise price equal to 100% of the fair market value of a share of the Company's Common Stock on the date of grant (as determined by the Board in its sole discretion) (the "Option"). The Option will be subject to the terms and conditions of the applicable Company equity plan and the applicable grant agreement. Your grant agreement will include a three-year vesting schedule, under which 1/36<sup>th</sup> of the shares subject to the Option will vest monthly measured from the grant date, until either the Option is fully vested or your employment with the Company ends, whichever occurs first. Please note that if your employment ends prior to the first anniversary of the grant date of the Option, no vesting of the Option will occur.

### Benefit Programs

As a Company employee, you will continue to be eligible to participate in the applicable employee benefit programs in accordance with their terms, as may be offered by Personalis from time to time in its discretion.

### "At-Will" Employment

Your employment with the Company will continue to be "at will," meaning that either you or the Company may terminate your employment at any time, for any lawful reason or no reason, and with or without cause or advance notice. Although your duties, title, compensation, and benefits may change, the "at will" nature of your employment relationship may only be modified in an express written agreement signed by you and the Company.

### Severance

In connection with this First Amended and Restated Employment Terms letter agreement, the Company is offering you enhanced severance benefits, described in the enclosed Second Amended and Restated Executive Severance Agreement.

Confidential Information

You are expected to continue to comply with your signed Employee Confidential Information and Invention Assignment Agreement.

Entire Agreement; Modification

This First Amended and Restated Employment Terms letter agreement, together with the Second Amended and Restated Executive Severance Agreement, and your signed Employee Confidential Information and Inventions Assignment Agreement, form the complete and exclusive statement of the terms of your continuing employment with the Company and supersede any and all other agreements or promises made to you by anyone, whether oral, written or implied, including the Prior Agreement. You agree and acknowledge, in consideration of your continuing employment and the compensation and benefits provided to you by the Company, that your continuing employment pursuant to the terms of this Agreement, including without limitation your removal from the position of Interim Chief Executive Officer, does not constitute and shall not be deemed for any purpose to be either (a) Good Reason as defined in your First Amended and Restated Executive Severance Agreement or the Second Amended and Restated Executive Severance Agreement, or (b) a termination of employment giving rise to severance, accelerated vesting, or other benefits under the Prior Agreement or otherwise.

Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this Agreement, require a written modification signed by Personalis.

Sincerely,

/s/ Stephen Moore

Stephen Moore  
Vice President, General Counsel and Secretary,  
Personalis, Inc.

Accepted and agreed this 7th day of March, 2023

/s/ Aaron Tachibana

\_\_\_\_\_  
Aaron Tachibana





March 7, 2023

Christopher Hall  
San Francisco, CA 94115  
Chrishall1968@gmail.com

**Re: First Amended and Restated Offer Letter Agreement**

Dear Chris,

This First Amended and Restated offer letter agreement between Personalis, Inc. (“Personalis” or “Company”) and you supersedes in its entirety and restates that certain offer letter agreement between you and Personalis dated September 30, 2022. I am pleased to offer you continuing full-time employment in the positions of President and Chief Executive Officer on the following terms. Upon your acceptance, these terms will become effective immediately.

You will be expected to perform the customary duties of your positions, duties specified in the Bylaws of the Company, and as may be required by the Company’s Board of Directors (the “Board”). You will report to the Board, and work at the Company’s corporate headquarters. Personalis may change your position, duties, and work location from time to time in its discretion.

Compensation

Compensation for this position will include a base salary, bonus potential, stock options and RSUs, and participation in Personalis’ standard benefit programs. Each of these is described below. Personalis may change compensation and benefits from time to time in its discretion.

Salary

Your salary will be \$550,000.00 annually, less applicable payroll tax withholding and deductions. This salary will be reviewed thereafter, concurrent and consistent with the salary reviews of other Company employees. It is subject to adjustment based on the Company’s compensation policies, as in effect from time to time. As an exempt salaried employee, you will be expected to be available and working during the Company’s regular business hours and, without additional compensation, for such extended hours or additional time as appropriate to manage your responsibilities.

Bonus

Compensation for this position also includes participation in the Company’s annual bonus plan with a bonus target of 80% of your salary. Currently the bonus measurement period ends on December 31 of the bonus plan calendar year. Whether you earn a bonus and, if so the amount, will be based on upon achievement of the Company’s overall goals as well as achievement of your individual goals, as determined by the Company in its discretion. Eligibility to earn a bonus requires that the individual remain employed by the Company on the date the bonus is paid, following the end of the performance measurement period.

Calculation of any earned bonus amount will be based on the salary actually earned during the measurement period, unless otherwise required by law. This takes into account if an individual has been in active employee status for less than a year during the performance measurement period.

### Stock Options

Subject to approval by the Board or its designated committee, in connection with this First Amended and Restated offer letter agreement, the Company will grant you an option to purchase 400,000 shares of the Company's Common Stock, at a per share exercise price equal to 100% of the fair market value of a share of the Company's Common Stock on the date of grant (as determined by the Board in its sole discretion) (the "Option"). The Option will be subject to the terms and conditions of the applicable Company equity plan and the applicable grant agreement. Your grant agreement will include a three-year vesting schedule, under which 1/36th of the shares subject to the Option will vest monthly measured from the grant date, until either the Option is fully vested or your employment with the Company ends, whichever occurs first. Please note that if your employment ends prior to the first anniversary of the grant date of the Option, no vesting of the Option will occur.

### Benefit programs

Compensation for this position also includes participation in the Company's benefit programs for US-based employees (due to differing tax laws, health care systems, compensation norms and other factors, the Company's benefits may be different in other countries).

You will be eligible for accrual of paid sick leave, and vacation accrual of fifteen days annually, each administered according to Personalis policies that provide for carryover and a cap on accrual. Personalis offers medical, dental, vision, life insurance & AD&D, FSA plans for healthcare and dependent care costs, and a 401k plan. The Company will provide you with detailed information on its benefits, holiday schedule, and vacation and paid sick leave policies. The Company reserves the right to modify its benefits, vacation and paid sick policies from time to time in its discretion.

### Executive Severance Agreement

In connection with this First Amended and Restated offer letter agreement, the Company is offering you enhanced severance benefits, described in that certain First Amended and Restated Executive Severance Agreement.

### Legal terms

**Company Policies:** As a Company employee, you will be expected to abide by all Company policies and procedures. During your employment with the Company, you will devote your full business energies, interest, abilities, and productive time to the proper and efficient performance of your duties; provided that, you will not be precluded from engaging in civic or charitable activities which do not present any conflict of interest with the Company or affect your performance of duties for the Company.

**"At Will" Employment:** Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time, for any lawful reason or no reason, and with or without cause or advance notice. This is the full and complete agreement between you and the Company on the at-will nature of your employment. Although your duties, title, compensation, and benefits may change, the "at will" nature of your employment relationship may only be modified in an express written agreement signed by you and an authorized member of the Board.

**Proprietary Information:** As a condition of your employment, you are expected to continue to comply with your signed Employee Confidential Information and Inventions Assignment Agreement. In your work for the Company, you will be expected not to use or disclose any confidential information, including trade



secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.

This First Amended and Restated offer letter agreement, together with the First Amended and Restated Executive Severance Agreement, and your signed Employee Confidential Information and Inventions Assignment Agreement, form the complete and exclusive statement of the terms of your employment with the Company and supersede any and all other agreements or promises made to you by anyone, whether oral, written or implied, including that certain offer letter agreement between you and Personalis dated September 30, 2022. Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this letter, require a written modification signed by an officer of Personalis.

Please sign and date this letter, and the enclosed First Amended and Restated Executive Severance Agreement, if you wish to accept continued employment at Personalis under the terms described above. An electronic signature or pdf copy will be considered an original signature.

Chris, we look forward to your favorable reply and to a continuing productive and enjoyable work relationship.

Sincerely,

/s/ Stephen Moore

Stephen Moore  
Vice President, General Counsel and Secretary, Personalis, Inc.

Accepted and agreed this 7th day of March 2023

/s/ Christopher Hall  
Chris Hall



March 7, 2023

Dr. Richard Chen

Re: First Amended and Restated Employment Terms

Dear Richard,

This First Amended and Restated Employment Terms letter agreement (“Agreement”) between Personalis, Inc. (“Personalis” or “Company”) and you supersedes in its entirety and restates that certain Employment Terms letter agreement between you and Personalis dated June 2, 2019 (the “Prior Agreement”). I am pleased to offer you continuing full-time employment on the following terms. Upon your acceptance, these terms will become effective immediately.

#### Position Description

Your positions with Personalis are Executive Vice President, Research & Development, and Chief Medical Officer, reporting directly to the Company’s Chief Executive Officer. You will work at the Company’s corporate headquarters, and your duties will require business travel.

You will be expected to perform the customary duties of your position, duties specified in the Bylaws of the Company, and as may be required by the Company’s Board of Directors (the “Board”).

Your employment relationship with the Company will also be governed by the general employment policies and practices of the Company, except that if the terms of this Agreement conflict with such policies and practices, this Agreement will control. Personalis may change your position, duties, and work location from time to time in its discretion.

#### Exclusive Employment

During your employment with the Company, you will devote your full business time, skill, and attention to your duties and responsibilities, and will perform them faithfully, diligently and competently, and you will use your best efforts to further the business of the Company. You will be expected to be available and working during the Company’s regular business hours, and such additional time as appropriate to manage your responsibilities.

While you render services to the Company, you agree that you will not engage in any other employment, consulting, or other business activity for which you receive remuneration, other than service on any board of directors which has been previously disclosed to the Company, without the prior written consent of the Company. During your employment with the Company, you agree that you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

### Salary

Your current salary is \$500,000 annually, less applicable payroll tax withholding and deductions, and is subject to adjustment based on the Company's compensation policies, as in effect from time to time.

### Bonus

You are eligible to participate in the Company's annual bonus plan, as adopted by the Board for each bonus year, with a bonus target of 60% of your annual salary, less applicable payroll tax withholding and deductions.

### Stock Options

Subject to approval by the Board or its designated committee, in connection with this First Amended and Restated Employment Terms letter agreement, the Company will grant you an option to purchase 250,000 shares of the Company's Common Stock, at a per share exercise price equal to 100% of the fair market value of a share of the Company's Common Stock on the date of grant (as determined by the Board in its sole discretion) (the "Option"). The Option will be subject to the terms and conditions of the applicable Company equity plan and the applicable grant agreement. Your grant agreement will include a three-year vesting schedule, under which 1/36th of the shares subject to the Option will vest monthly measured from the grant date, until either the Option is fully vested or your employment with the Company ends, whichever occurs first. Please note that if your employment ends prior to the first anniversary of the grant date of the Option, no vesting of the Option will occur.

### Benefit Programs

As a Company employee, you will continue to be eligible to participate in the applicable employee benefit programs in accordance with their terms, as may be offered by Personalis from time to time in its discretion.

### "At-Will" Employment

Your employment with the Company will continue to be "at will," meaning that either you or the Company may terminate your employment at any time, for any lawful reason or no reason, and with or without cause or advance notice. Although your duties, title, compensation, and benefits may change, the "at will" nature of your employment relationship may only be modified in an express written agreement signed by you and the Company.

### Severance

In connection with this First Amended and Restated Employment Terms letter agreement, the Company is offering you enhanced severance benefits, described in the enclosed Second Amended and Restated Executive Severance Agreement.

### Confidential Information

You are expected to continue to comply with your signed Employee Confidential Information and Invention Assignment Agreement.

Entire Agreement; Modification

This First Amended and Restated Employment Terms letter agreement, together with the Second Amended and Restated Executive Severance Agreement, and your signed Employee Confidential Information and Inventions Assignment Agreement, form the complete and exclusive statement of the terms of your continuing employment with the Company and supersede any and all other agreements or promises made to you by anyone, whether oral, written or implied, including the Prior Agreement. You agree and acknowledge, in consideration of your continuing employment and the compensation and benefits provided to you by the Company, that your continuing employment pursuant to the terms of this Agreement does not constitute and shall not be deemed for any purpose to be a termination of employment giving rise to severance, accelerated vesting, or other benefits under the Prior Agreement or otherwise.

Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this Agreement, require a written modification signed by Personalis.

Sincerely,

/s/ Stephen Moore

Stephen Moore  
Vice President, General Counsel and Secretary, Personalis, Inc.

Accepted and agreed this 8th day of March, 2023

/s/ Richard Chen

\_\_\_\_\_

Dr. Richard Chen

## PERSONALIS, INC.

## SECOND AMENDED AND RESTATED EXECUTIVE SEVERANCE AGREEMENT

This Second Amended and Restated Executive Severance Agreement (the “**Agreement**”), effective as of March 7, 2023, amends, supersedes and restates in its entirety that certain First Amended and Restated Executive Severance Agreement by and between Aaron Tachibana (“**Executive**”) and Personalis, Inc. (the “**Company**”) dated February 23, 2022. This Agreement is intended to provide Executive with certain benefits described herein upon the occurrence of specific events.

## RECITALS

A. The Company’s Board of Directors (the “**Board**”) believes it is in the best interests of the Company and its shareholders to retain Executive and provide incentives to Executive to continue in the service of the Company.

B. The Board further believes that it is imperative to provide Executive with certain benefits upon termination of Executive’s employment, which benefits are intended to provide Executive with financial security and sufficient income and encouragement to Executive to remain with the Company.

C. To accomplish the foregoing objectives, the Board has directed the Company, upon execution of this Agreement by Executive, to agree to the terms provided in this Agreement.

Now therefore, in consideration of the mutual promises, covenants and agreements contained herein, the parties hereto agree as follows:

**1. At-Will Employment.** Executive’s employment is at-will, which means that the Company may terminate Executive’s employment at any time, with or without Cause or advance notice. Similarly, Executive may resign from Executive’s employment at any time, with or without advance notice, and with or without Good Reason. Executive shall not receive any compensation of any kind, including, without limitation, equity award vesting acceleration and severance benefits, following Executive’s last day of employment with the Company, except as expressly provided herein.

**2. Benefits Upon Termination of Employment.**

**(a) Termination in Connection with or Following a Change in Control.** If Executive’s employment is terminated without Cause (as defined below) (and other than as a result of Executive’s death or disability), or Executive resigns for Good Reason (as defined below), in either case within twelve (12) months after the effective date of a Change in Control (as defined below), and provided such termination constitutes a “separation from service” (within the meaning of Treasury Regulation Section 1.409A-1(h), such termination a “**Separation from Service**”), and provided further that Executive signs and allows to become effective a general release of all claims in favor of the Company in a form provided by the Company (the “**Release**”), within sixty (60) days after Executive’s Separation from Service (the date that the Release becomes effective and may no longer be revoked by Executive is referred to as the “**Release Date**”), then the Company shall provide Executive with the following severance benefits (the “**Change in Control Separation Benefits**”):

1.

(i) The Company shall pay Executive cash severance in an amount equal to twelve (12) months of Executive's then-current base salary, ignoring any decrease in base salary that forms the basis for Good Reason, less all applicable withholdings and deductions, paid on the Company's first regular payroll date following the Release Date.

(ii) The Company shall pay Executive the Executive's target annual bonus which Executive would have been eligible to earn had Executive's employment with the Company continued for a period of twelve (12) months following the date of Executive's Separation from Service.

(iii) Should Executive timely elect to continue Executive's medical, dental and/or vision insurance benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**") or any analogous provisions of applicable state law, the Company shall pay Executive's COBRA premiums for Executive and Executive's eligible dependents ("**COBRA Premiums**") for a period of twelve (12) months following Executive's Separation from Service (the "**Change in Control Benefits Payment Period**") or, if earlier, the date upon which Executive obtains coverage under a medical plan by a subsequent employer. The Company's obligation to pay any COBRA Premiums will be subject to the then-current requirements of COBRA and any other laws affecting the payment of COBRA premiums by the Company. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the Company cannot provide the COBRA Premiums without potentially incurring financial costs or penalties under applicable law, the Company shall in lieu thereof pay Executive a taxable cash amount, which payment shall be made regardless of whether Executive elects health care continuation coverage (the "**Health Care Benefit Payment**"). The Health Care Benefit Payment shall be paid in monthly installments on the same schedule that the COBRA Premiums would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to the amount that the Company would have otherwise paid for COBRA Premiums (which amount shall be calculated based on the premium for the first month of COBRA coverage), and shall be paid until the earlier of: (i) the date the Change in Control Benefits Payment Period expires or (ii) the date upon which Executive obtains coverage under a medical plan by a subsequent employer.

(iv) The Company shall accelerate the vesting of each of Executive's then-outstanding unvested equity compensation awards, effective immediately prior to such Separation from Service. In the event any such awards are based upon performance of the Company and/or of Executive, such awards shall be vested at their respective target levels.

**(b) Termination Not in Connection with or Following a Change in Control.** If Executive's employment is terminated without Cause (and other than as a result of Executive's death or disability), or Executive resigns for Good Reason, in either case at any time that is not within twelve (12) months after a Change in Control, and provided such termination constitutes a Separation from Service, and provided Executive signs and allows to become effective the Release within sixty (60) days after Executive's Separation from Service, then the Company shall provide Executive with the following severance benefits (collectively with the Change in Control Separation Benefits, the "**Separation Benefits**"):



(i) The Company shall pay Executive cash severance in an amount equal to nine (9) months of Executive's then current base salary, less all applicable withholdings and deductions, paid in a lump sum on the Company's first regular payroll date after the Release Date.

(ii) Should Executive timely elect to continue Executive's medical, dental and/or vision insurance benefits pursuant to COBRA, the Company shall pay the COBRA Premiums for a period of nine (9) months following the effective date of Executive's Separation from Service (the "**Benefits Payment Period**") or, if earlier, the date upon which Executive obtains coverage under a medical plan by a subsequent employer. The Company's obligation to pay any COBRA Premiums will be subject to the then-current requirements of COBRA and any other laws affecting the payment of COBRA premiums by the Company. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot provide the COBRA Premiums without potentially incurring financial costs or penalties under applicable law, the Company shall in lieu thereof pay Executive the Health Care Benefit Payment in monthly installments on the same schedule that the COBRA Premiums would otherwise have been paid to the insurer, which shall be paid until the earlier of: (i) the date the Benefits Payment Period expires or (ii) the date upon which Executive obtains coverage under a medical plan by a subsequent employer.

### 3. Limitations and Conditions on Separation Benefits

(a) **Release Prior to Payment of Benefits.** Prior to the payment or provision of any of the Separation Benefits, Executive shall execute, and allow to become effective, the Release not later than sixty (60) days following Executive's Separation from Service. Such Release shall specifically relate to all of Executive's rights and claims in existence at the time of such execution and shall confirm Executive's continuing obligations to the Company (including but not limited to obligations under any confidentiality and/or non-solicitation agreement with the Company). No Separation Benefits will be paid prior to the Release Date.

(b) **Income and Employment Taxes.** Executive agrees that Executive shall be responsible for any applicable taxes of any nature (including any penalties or interest that may apply to such taxes) that the Company reasonably determines apply to any payment made hereunder, that Executive's receipt of any benefit hereunder is conditioned on Executive's satisfaction of any applicable withholding or similar obligations that apply to such benefit, and that any cash payment owed hereunder will be reduced to satisfy any such withholding or similar obligations that may apply.

(c) **Compliance with Section 409A.** It is intended that each installment of the payments and benefits provided for in this Agreement is a separate "payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). For the avoidance of doubt, it is intended that Separation Benefits set forth in this Agreement satisfy, to the greatest extent possible, the exemptions from, or comply with, the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9) (together, with any state law of similar effect, "**Section 409A**"). However, if the

Company (or, if applicable, the successor entity thereto) determines that the Separation Benefits provided under this Agreement constitute “deferred compensation” under Section 409A and Executive is, on the date of his or her Separation from Service, a “specified employee” of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code (a “**Specified Employee**”), then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the Separation Benefits described herein, as applicable, shall be delayed as follows: on the earlier to occur of (i) the date that is six (6) months and one (1) business day after Executive’s Separation from Service, (ii) the date of Executive’s death, or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation (such earlier date, the “**Delayed Initial Payment Date**”). Upon the Delayed Initial Payment Date, the Company (or the successor entity thereto, as applicable) shall pay to Executive a lump sum amount equal to the applicable benefit that Executive would otherwise have received through the Delayed Initial Payment Date if the commencement of the payment of the benefit had not been so delayed pursuant to this Section 3(c), and any remaining payments due shall be paid as otherwise provided herein. No interest shall be due on any amounts so deferred. If the Separation Benefits are not covered by one or more exemptions from the application of Section 409A and the Release could become effective in the calendar year following the calendar year in which Executive has a Separation from Service, the Release will not be deemed effective any earlier than the Release Date. To the extent that any provision of this Agreement is ambiguous as to its exemption or compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Section 409A to the maximum permissible extent. To the extent any payment under this Agreement may be classified as a “short-term deferral” within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. With respect to reimbursements or in-kind benefits provided to Executive hereunder (or otherwise) that are not exempt from Section 409A, the following rules shall apply: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any one of Executive’s taxable years shall not affect the expenses eligible for reimbursement, or in-kind benefit to be provided in any other taxable year, (ii) in the case of any reimbursements of eligible expenses, reimbursement shall be made on or before the last day of Executive’s taxable year following the taxable year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

**(d) Related Matters.** Executive further acknowledges and agrees that as a condition to receipt of any Separation Benefits (i) Executive must comply with Executive’s obligations under Executive’s Employee Confidential Information and Invention Assignment Agreement; and (ii) resign from all Company and or affiliate positions, including membership on any Board (unless otherwise requested by the Company).

**(e) Successors.** Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. The terms of this Agreement and all of Executive’s rights hereunder and thereunder shall inure to the benefit of, and be enforceable by, Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

**(f) Notice.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. Mailed notices to Executive shall be addressed to Executive at the home address which Executive most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Chief Executive Officer.

#### 4. Definitions.

**(a) Cause.** For purposes of this Agreement, “*Cause*”, as determined by the Board acting in good faith and based on information then known to it, shall mean the occurrence of one or more of the following: (i) Executive’s gross negligence or knowing and willful action which is or is likely to be materially injurious to the Company; (ii) any intentional act by Executive in connection with his responsibilities as an employee constituting fraud or a felony crime; (iii) Executive’s consistent failure to report for work or perform his duties as directed by the Company’s Board of Directors; (iv) persistent or repeated material breach of this Agreement or any agreement between Executive and the Company; (v) Executive becoming disqualified from holding office through his own act or omission; (vi) an unauthorized use or disclosure by the Executive of the Company’s confidential information or trade secrets, which use or disclosure causes material harm to the Company; or (vii) a material failure by the Executive to comply with the Company’s written policies or rules which is or is likely to be materially injurious to the Company.

**(b) Change in Control.** For purposes of this Agreement, “*Change in Control*” means the consummation of a transaction or series of transactions that results in any of the following:

**(i)** a merger, consolidation or similar corporate transaction involving (directly or indirectly) the Company and, immediately following which the stockholders of the Company immediately prior thereto do not own, directly or indirectly, outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar corporate transaction or more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar corporate transaction; or

**(ii)** a sale or other disposition of all or substantially all of the consolidated assets of the Company that occurs over a period of not more than twelve (12) months.

However, a Change in Control will not include (1) any consolidation or merger effected exclusively to change the domicile of the Company, or (2) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof. In addition, no transaction will be a Change in Control unless it is also “change in ownership of a corporation” or “change in ownership of a substantial portion of a corporation’s assets” as defined under in Treasury Regulations Sections 1.409A-3(i)(5)(v) and (vii) without regard to any alternative definitions thereunder.

(c) **Good Reason.** For purposes of this Agreement, “**Good Reason**” for Executive’s resignation of his or her employment will exist following the occurrence of any of the following without Executive’s written consent: (i) a material reduction in Executive’s base salary, which the parties agree is a reduction of at least ten percent (10%) of Executive’s base salary (provided, however, that such reduction will not be considered Good Reason if made in connection with an across-the-board salary reduction affecting all members of management); (ii) a material reduction in Executive’s duties, responsibilities and/or authority, *provided, however*, that a change in job position (including a change in title) after or in connection with a Change in Control shall not be deemed a “material reduction” in and of itself unless Executive’s new duties are materially reduced from Executive’s prior duties; (iii) a relocation of Executive’s principal place of employment to a place that increases Executive’s one-way commute by more than fifty (50) miles as compared to Executive’s then-current principal place of employment immediately prior to such relocation; or (iv) a material breach by the Company of this Agreement. In order to resign for Good Reason, Executive must provide written notice to the Board within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive’s resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than thirty (30) days after the expiration of the cure period or the date of notification to Executive that the Company will not so cure. Executive understands and agrees that the requirement for Executive’s performance of services within twenty (20) miles of Palo Alto, California does not give rise to Good Reason.

#### 5. **Parachute Payments.**

(a) If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change in Control from the Company or otherwise (“**Transaction Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to Executive, which of the following two alternative forms of payment would result in Executive’s receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a “**Full Payment**”), or (2) payment of only a part of the Transaction Payment so that Executive receives the largest payment possible without the imposition of the Excise Tax (a “**Reduced Payment**”). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (x) Executive shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to Executive as determined in this paragraph (the “**Reduction Method**”). If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata (the “**Pro Rata Reduction Method**”).

6.

(b) Notwithstanding any provision of subsection (a) above to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Transaction Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (i) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (ii) as a second priority, Transaction Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Transaction Payments that are not contingent on future events; and (iii) as a third priority, Transaction Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Transaction Payments that are not deferred compensation within the meaning of Section 409A.

(c) The professional firm engaged by the Company for general tax purposes or the Company’s corporate law firm as of the day prior to the effective date of the Change in Control shall make all determinations required to be made under this Section 5. If the professional firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Company shall appoint a nationally recognized independent registered public accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such professional firm required to be made hereunder.

(d) The professional firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and Executive within fifteen (15) calendar days after the date on which Executive’s right to a Transaction Payment is triggered or such other time as reasonably requested by the Company or Executive. If the professional firm determines that no Excise Tax is payable with respect to the Transaction Payment, either before or after the application of the Reduced Amount, it shall furnish the Company and Executive with detailed supporting calculations of its determinations that no Excise Tax will be imposed with respect to such Transaction Payment. Any good faith determinations of the professional firm made hereunder shall be final, binding and conclusive upon the Company and Executive.

**6. Other Employment Terms and Conditions.** The employment relationship between the parties shall be governed by the general employment policies and procedures of the Company, including those relating to the protection of confidential information and assignment of inventions; provided, however, that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or procedures, this Agreement shall control.

## 7. Dispute Resolution.

(a) Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, Executive's employment with the Company, or the termination of Executive's employment, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. § 1-16 ("FAA"), to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS or its successor, under JAMS' then applicable rules and procedures for employment disputes before a single arbitrator (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>), in San Jose, California. **Executive acknowledges that by agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.**

(b) All claims, disputes, or causes of action under this arbitration agreement, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration.

(c) This arbitration agreement shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, to the extent such claims are not permitted by applicable law(s) to be submitted to mandatory arbitration and the applicable law(s) are not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "**Excluded Claims**"). In the event Executive intends to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. Executive will have the right to be represented by legal counsel at any arbitration proceeding.

(d) Questions of whether a claim is subject to arbitration under this agreement shall be decided by the arbitrator. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that Executive would be required to pay if the dispute were decided in a court of law. Nothing in this arbitration agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

**8. Miscellaneous Provisions.**

**(a) No Duty to Mitigate.** Executive shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that Executive may receive from any other source.

**(b) Waiver.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

**(c) Whole Agreement.** No agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof. This Agreement supersedes any agreement (or portion thereof) concerning similar subject matter dated prior to the date of this Agreement, and by execution of this Agreement both parties agree that any such predecessor agreement (or portion thereof) shall be deemed null and void. For the avoidance of doubt, the parties agree that this Agreement does not supersede the provisions of Executive's Offer Letter that do not address termination or severance benefits or Executive's Employee Confidential Information and Invention Assignment Agreement with the Company.

**(d) Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without reference to conflict of laws provisions, and the parties hereto submit to the exclusive jurisdiction of the state and federal courts of the State of California.

**(e) Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable, and a suitable and equitable term or provision shall be substituted therefor to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

**(f) Legal Fees and Expenses.** The parties shall each bear their own expenses, legal fees and other fees incurred in connection with the execution of this Agreement.

**(g) No Assignment of Benefits.** The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this Section 8(g) shall be void.

**(h) Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[REMAINDER OF THIS PAGE LEFT BLANK – SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

/s/ Aaron Tachibana

**Aaron Tachibana**

**PERSONALIS, INC.**

/s/ Stephen Moore

By: Stephen Moore

Title: Vice President, General Counsel and Secretary

## PERSONALIS, INC.

## FIRST AMENDED AND RESTATED EXECUTIVE SEVERANCE AGREEMENT

This First Amended and Restated Executive Severance Agreement (the “**Agreement**”) effective as of March 7, 2023, amends, supersedes and restates in its entirety that certain Executive Severance Agreement by and between Christopher Hall (“**Executive**”) and Personalis, Inc. (the “**Company**”) dated November 9, 2022. This Agreement is intended to provide Executive with certain benefits described herein upon the occurrence of specific events.

## RECITALS

A. The Company’s Board of Directors (the “**Board**”) believes it is in the best interests of the Company and its shareholders to retain Executive and provide incentives to Executive to continue in the service of the Company.

B. The Board further believes that it is imperative to provide Executive with certain benefits upon termination of Executive’s employment, which benefits are intended to provide Executive with financial security and sufficient income and encouragement to Executive to remain with the Company.

C. To accomplish the foregoing objectives, the Board has directed the Company, upon execution of this Agreement by Executive, to agree to the terms provided in this Agreement.

Now therefore, in consideration of the mutual promises, covenants and agreements contained herein, the parties hereto agree as follows:

**1. At-Will Employment.** Executive’s employment is at-will, which means that the Company may terminate Executive’s employment at any time, with or without Cause or advance notice. Similarly, Executive may resign from Executive’s employment at any time, with or without advance notice, and with or without Good Reason. Executive shall not receive any compensation of any kind, including, without limitation, equity award vesting acceleration and severance benefits, following Executive’s last day of employment with the Company, except as expressly provided herein.

**2. Benefits Upon Termination of Employment.**

**(a) Termination in Connection with or Following a Change in Control.** If Executive’s employment is terminated without Cause (as defined below) (and other than as a result of Executive’s death or disability), or Executive resigns for Good Reason (as defined below), in either case within twelve (12) months after the effective date of a Change in Control (as defined below), and provided such termination constitutes a “separation from service” (within the meaning of Treasury Regulation Section 1.409A-1(h), such termination a “**Separation from Service**”), and provided further that Executive signs and allows to become effective a general release of all claims in favor of the Company in a form provided by the Company (the “**Release**”), within sixty (60) days after Executive’s Separation from Service (the date that the Release becomes effective and may no longer be revoked by Executive is referred to as the “**Release Date**”), then the Company shall provide Executive with the following severance benefits (the “**Change in Control Separation Benefits**”):

**(i)** The Company shall pay Executive cash severance in an amount equal to twelve (12) months of Executive’s then-current base salary, ignoring any decrease in base salary that forms the basis for Good Reason, less all applicable withholdings and deductions, paid on the Company’s first regular payroll date following the Release Date.

(ii) The Company shall pay Executive the Executive's target annual bonus which Executive would have been eligible to earn had Executive's employment with the Company continued for a period of twelve (12) months following the date of Executive's Separation from Service.

(iii) Should Executive timely elect to continue Executive's medical, dental and/or vision insurance benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**") or any analogous provisions of applicable state law, the Company shall pay Executive's COBRA premiums for Executive and Executive's eligible dependents ("**COBRA Premiums**") for a period of twelve (12) months following Executive's Separation from Service (the "**Change in Control Benefits Payment Period**") or, if earlier, the date upon which Executive obtains coverage under a medical plan by a subsequent employer. The Company's obligation to pay any COBRA Premiums will be subject to the then-current requirements of COBRA and any other laws affecting the payment of COBRA premiums by the Company. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the Company cannot provide the COBRA Premiums without potentially incurring financial costs or penalties under applicable law, the Company shall in lieu thereof pay Executive a taxable cash amount, which payment shall be made regardless of whether Executive elects health care continuation coverage (the "**Health Care Benefit Payment**"). The Health Care Benefit Payment shall be paid in monthly installments on the same schedule that the COBRA Premiums would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to the amount that the Company would have otherwise paid for COBRA Premiums (which amount shall be calculated based on the premium for the first month of COBRA coverage), and shall be paid until the earlier of: (i) the date the Change in Control Benefits Payment Period expires or (ii) the date upon which Executive obtains coverage under a medical plan by a subsequent employer.

(iv) The Company shall accelerate the vesting of each of Executive's then-outstanding unvested equity compensation awards, effective immediately prior to such Separation from Service. In the event any such awards are based upon performance of the Company and/or of Executive, such awards shall be vested at their respective target levels.

(b) **Termination Not in Connection with or Following a Change in Control.** If Executive's employment is terminated without Cause (and other than as a result of Executive's death or disability), or Executive resigns for Good Reason, in either case at any time that is not within twelve (12) months after a Change in Control, and provided such termination constitutes a Separation from Service, and provided Executive signs and allows to become effective the Release within sixty (60) days after Executive's Separation from Service, then the Company shall provide Executive with the following severance benefits (collectively with the Change in Control Separation Benefits, the "**Separation Benefits**"):

(i) The Company shall pay Executive cash severance in an amount equal to twelve (12) months of Executive's then current base salary, less all applicable withholdings and deductions, paid in a lump sum on the Company's first regular payroll date after the Release Date.

(ii) Should Executive timely elect to continue Executive's medical, dental and/or vision insurance benefits pursuant to COBRA, the Company shall pay the COBRA Premiums for a period of twelve (12) months following the effective date of Executive's Separation from Service (the "**Benefits Payment Period**") or, if earlier, the date upon which Executive obtains coverage under a medical plan by a subsequent employer. The Company's obligation to pay any COBRA Premiums will be subject to the then-current requirements of COBRA and any other laws affecting the payment of COBRA premiums by the Company. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot provide the COBRA Premiums without potentially incurring financial costs or penalties under applicable law, the Company shall in lieu thereof pay Executive the Health Care Benefit Payment in monthly installments on the same schedule that the COBRA Premiums would otherwise have been paid to the insurer, which shall be paid until the earlier of: (i) the date the Benefits Payment Period expires or (ii) the date upon which Executive obtains coverage under a medical plan by a subsequent employer.

### 3. Limitations and Conditions on Separation Benefits

**(a) Release Prior to Payment of Benefits.** Prior to the payment or provision of any of the Separation Benefits, Executive shall execute, and allow to become effective, the Release not later than sixty (60) days following Executive's Separation from Service. Such Release shall specifically relate to all of Executive's rights and claims in existence at the time of such execution and shall confirm Executive's continuing obligations to the Company (including but not limited to obligations under any confidentiality and/or non-solicitation agreement with the Company). No Separation Benefits will be paid prior to the Release Date.

**(b) Income and Employment Taxes.** Executive agrees that Executive shall be responsible for any applicable taxes of any nature (including any penalties or interest that may apply to such taxes) that the Company reasonably determines apply to any payment made hereunder, that Executive's receipt of any benefit hereunder is conditioned on Executive's satisfaction of any applicable withholding or similar obligations that apply to such benefit, and that any cash payment owed hereunder will be reduced to satisfy any such withholding or similar obligations that may apply.

**(c) Compliance with Section 409A.** It is intended that each installment of the payments and benefits provided for in this Agreement is a separate "payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). For the avoidance of doubt, it is intended that Separation Benefits set forth in this Agreement satisfy, to the greatest extent possible, the exemptions from, or comply with, the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9) (together, with any state law of similar effect, "**Section 409A**"). However, if the Company (or, if applicable, the successor entity thereto) determines that the Separation Benefits provided under this Agreement constitute "deferred compensation" under Section 409A and Executive is, on the date of his or her Separation from Service, a "specified employee" of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code (a "**Specified Employee**"), then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the Separation Benefits described herein, as applicable, shall be delayed as follows: on the earlier to occur of (i) the date that is six (6) months and one (1) business day after Executive's Separation from Service, (ii) the date of Executive's death, or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation (such earlier date, the "**Delayed Initial Payment Date**"). Upon the Delayed Initial Payment Date, the Company (or the successor entity thereto, as applicable) shall pay to Executive a lump sum amount equal to the applicable benefit that Executive would otherwise have received through the Delayed Initial Payment Date if the commencement of the payment of the benefit had not been so delayed pursuant to this Section 3(c), and any remaining payments due shall be paid as otherwise provided herein. No interest shall be due on any amounts so deferred. If the Separation Benefits are not covered by one or more exemptions from the application of Section 409A and the Release could become effective in the calendar year following the calendar year in which Executive has a Separation from Service, the Release will not be deemed effective any earlier than the Release Date. To the extent that any provision of this Agreement is ambiguous as to its exemption or compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Section 409A to the maximum permissible extent. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. With respect to reimbursements or in-kind benefits provided to Executive hereunder (or otherwise) that are not exempt from Section 409A, the following rules shall apply: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any

one of Executive's taxable years shall not affect the expenses eligible for reimbursement, or in-kind benefit to be provided in any other taxable year, (ii) in the case of any reimbursements of eligible expenses, reimbursement shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

**(d) Related Matters.** Executive further acknowledges and agrees that as a condition to receipt of any Separation Benefits (i) Executive must comply with Executive's obligations under Executive's Employee Confidential Information and Invention Assignment Agreement; and (ii) resign from all Company and or affiliate positions, including membership on any Board (unless otherwise requested by the Company).

**(e) Successors.** Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. The terms of this Agreement and all of Executive's rights hereunder and thereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

**(f) Notice.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. Mailed notices to Executive shall be addressed to Executive at the home address which Executive most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Chief Executive Officer.

#### 4. Definitions.

**(a) Cause.** For purposes of this Agreement, "**Cause**", as determined by the Board acting in good faith and based on information then known to it, shall mean the occurrence of one or more of the following: (i) Executive's gross negligence or knowing and willful action which is or is likely to be materially injurious to the Company; (ii) any intentional act by Executive in connection with his responsibilities as an employee constituting fraud or a felony crime; (iii) Executive's consistent failure to report for work or perform his duties as directed by the Company's Board of Directors; (iv) persistent or repeated material breach of this Agreement or any agreement between Executive and the Company; (v) Executive becoming disqualified from holding office through his own act or omission; (vi) an unauthorized use or disclosure by the Executive of the Company's confidential information or trade secrets, which use or disclosure causes material harm to the Company; or (vii) a material failure by the Executive to comply with the Company's written policies or rules which is or is likely to be materially injurious to the Company.

**(b) Change in Control.** For purposes of this Agreement, "**Change in Control**" means the consummation of a transaction or series of transactions that results in any of the following:

**(i)** a merger, consolidation or similar corporate transaction involving (directly or indirectly) the Company and, immediately following which the stockholders of the Company immediately prior thereto do not own, directly or indirectly, outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar corporate transaction or more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar corporate transaction; or

(ii) a sale or other disposition of all or substantially all of the consolidated assets of the Company that occurs over a period of not more than twelve (12) months.

However, a Change in Control will not include (1) any consolidation or merger effected exclusively to change the domicile of the Company, or (2) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof. In addition, no transaction will be a Change in Control unless it is also "change in ownership of a corporation" or "change in ownership of a substantial portion of a corporation's assets" as defined under in Treasury Regulations Sections 1.409A-3(i)(5)(v) and (vii) without regard to any alternative definitions thereunder.

(c) **Good Reason.** For purposes of this Agreement, "**Good Reason**" for Executive's resignation of his or her employment will exist following the occurrence of any of the following without Executive's written consent: (i) a material reduction in Executive's base salary, which the parties agree is a reduction of at least ten percent (10%) of Executive's base salary (provided, however, that such reduction will not be considered Good Reason if made in connection with an across-the-board salary reduction affecting all members of management); (ii) a material reduction in Executive's duties, responsibilities and/or authority, *provided, however*, that a change in job position (including a change in title) after or in connection with a Change in Control shall not be deemed a "material reduction" in and of itself unless Executive's new duties are materially reduced from Executive's prior duties; (iii) a relocation of Executive's principal place of employment to a place that increases Executive's one-way commute by more than fifty (50) miles as compared to Executive's then-current principal place of employment immediately prior to such relocation; or (iv) a material breach by the Company of this Agreement. In order to resign for Good Reason, Executive must provide written notice to the Board within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive's resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than thirty (30) days after the expiration of the cure period or the date of notification to Executive that the Company will not so cure. Executive understands and agrees that the requirement for Executive's performance of services within twenty (20) miles of Palo Alto, California does not give rise to Good Reason.

## 5. Parachute Payments.

(a) If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change in Control from the Company or otherwise ("**Transaction Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to Executive, which of the following two alternative forms of payment would result in Executive's receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a "**Full Payment**"), or (2) payment of only a part of the Transaction Payment so that Executive receives the largest payment possible without the imposition of the Excise Tax (a "**Reduced Payment**"). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (x) Executive shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to Executive as determined in this paragraph (the "**Reduction Method**"). If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata (the "**Pro Rata Reduction Method**").

(b) Notwithstanding any provision of subsection (a) above to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Transaction Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (i) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (ii) as a second priority, Transaction Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Transaction Payments that are not contingent on future events; and (iii) as a third priority, Transaction Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Transaction Payments that are not deferred compensation within the meaning of Section 409A.

(c) The professional firm engaged by the Company for general tax purposes or the Company’s corporate law firm as of the day prior to the effective date of the Change in Control shall make all determinations required to be made under this Section 5. If the professional firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Company shall appoint a nationally recognized independent registered public accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such professional firm required to be made hereunder.

(d) The professional firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and Executive within fifteen (15) calendar days after the date on which Executive’s right to a Transaction Payment is triggered or such other time as reasonably requested by the Company or Executive. If the professional firm determines that no Excise Tax is payable with respect to the Transaction Payment, either before or after the application of the Reduced Amount, it shall furnish the Company and Executive with detailed supporting calculations of its determinations that no Excise Tax will be imposed with respect to such Transaction Payment. Any good faith determinations of the professional firm made hereunder shall be final, binding and conclusive upon the Company and Executive.

**6. Other Employment Terms and Conditions.** The employment relationship between the parties shall be governed by the general employment policies and procedures of the Company, including those relating to the protection of confidential information and assignment of inventions; provided, however, that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or procedures, this Agreement shall control.

#### **7. Dispute Resolution.**

(a) Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, Executive’s employment with the Company, or the termination of Executive’s employment, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. § 1-16 (“*FAA*”), to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS or its successor, under JAMS’ then applicable rules and procedures for employment disputes before a single arbitrator (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>), in San Jose, California. **Executive acknowledges that by agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.**

(b) All claims, disputes, or causes of action under this arbitration agreement, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration.

(c) This arbitration agreement shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, to the extent such claims are not permitted by applicable law(s) to be submitted to mandatory arbitration and the applicable law(s) are not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the “**Excluded Claims**”). In the event Executive intends to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. Executive will have the right to be represented by legal counsel at any arbitration proceeding.

(d) Questions of whether a claim is subject to arbitration under this agreement shall be decided by the arbitrator. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator’s essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that Executive would be required to pay if the dispute were decided in a court of law. Nothing in this arbitration agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

## 8. Miscellaneous Provisions.

(a) **No Duty to Mitigate.** Executive shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that Executive may receive from any other source.

(b) **Waiver.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) **Whole Agreement.** No agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof. This Agreement supersedes any agreement (or portion thereof) concerning similar subject matter dated prior to the date of this Agreement, and by execution of this Agreement both parties agree that any such predecessor agreement (or portion thereof) shall be deemed null and void. For the avoidance of doubt, the parties agree that this Agreement does not supersede the provisions of Executive’s Offer Letter that do not address termination or severance benefits or Executive’s Employee Confidential Information and Invention Assignment Agreement with the Company.



**(d) Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without reference to conflict of laws provisions, and the parties hereto submit to the exclusive jurisdiction of the state and federal courts of the State of California.

**(e) Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable, and a suitable and equitable term or provision shall be substituted therefor to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

**(f) Legal Fees and Expenses.** The parties shall each bear their own expenses, legal fees and other fees incurred in connection with the execution of this Agreement.

**(g) No Assignment of Benefits.** The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this Section 8(g) shall be void.

**(h) Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**[REMAINDER OF THIS PAGE LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

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

s/ Christopher Hall  
\_\_\_\_\_  
**Christopher Hall**

**PERSONALIS, INC.**

/s/ Stephen Moore  
\_\_\_\_\_  
By: Stephen Moore  
Title: Vice President, General Counsel and Secretary

9.

## PERSONALIS, INC.

## SECOND AMENDED AND RESTATED EXECUTIVE SEVERANCE AGREEMENT

This Second Amended and Restated Executive Severance Agreement (the “**Agreement**”), effective as of March 8, 2023, amends, supersedes and restates in its entirety that certain First Amended and Restated Executive Severance Agreement by and between Dr. Richard Chen (“**Executive**”) and Personalis, Inc. (the “**Company**”) dated February 23, 2022. This Agreement is intended to provide Executive with certain benefits described herein upon the occurrence of specific events.

## RECITALS

A. The Company’s Board of Directors (the “**Board**”) believes it is in the best interests of the Company and its shareholders to retain Executive and provide incentives to Executive to continue in the service of the Company.

B. The Board further believes that it is imperative to provide Executive with certain benefits upon termination of Executive’s employment, which benefits are intended to provide Executive with financial security and sufficient income and encouragement to Executive to remain with the Company.

C. To accomplish the foregoing objectives, the Board has directed the Company, upon execution of this Agreement by Executive, to agree to the terms provided in this Agreement.

Now therefore, in consideration of the mutual promises, covenants and agreements contained herein, the parties hereto agree as follows:

**1. At-Will Employment.** Executive’s employment is at-will, which means that the Company may terminate Executive’s employment at any time, with or without Cause or advance notice. Similarly, Executive may resign from Executive’s employment at any time, with or without advance notice, and with or without Good Reason. Executive shall not receive any compensation of any kind, including, without limitation, equity award vesting acceleration and severance benefits, following Executive’s last day of employment with the Company, except as expressly provided herein.

**2. Benefits Upon Termination of Employment.**

**(a) Termination in Connection with or Following a Change in Control.** If Executive’s employment is terminated without Cause (as defined below) (and other than as a result of Executive’s death or disability), or Executive resigns for Good Reason (as defined below), in either case within twelve (12) months after the effective date of a Change in Control (as defined below), and provided such termination constitutes a “separation from service” (within the meaning of Treasury Regulation Section 1.409A-1(h), such termination a “**Separation from Service**”), and provided further that Executive signs and allows to become effective a general release of all claims in favor of the Company in a form provided by the Company (the “**Release**”), within sixty (60) days after Executive’s Separation from Service (the date that the Release becomes effective and may no longer be revoked by Executive is referred to as the “**Release Date**”), then the Company shall provide Executive with the following severance benefits (the “**Change in Control Separation Benefits**”):

**(i)** The Company shall pay Executive cash severance in an amount equal to twelve (12) months of Executive’s then-current base salary, ignoring any decrease in base salary that forms the basis for Good Reason, less all applicable withholdings and deductions, paid on the Company’s first regular payroll date following the Release Date.

(ii) The Company shall pay Executive the Executive's target annual bonus which Executive would have been eligible to earn had Executive's employment with the Company continued for a period of twelve (12) months following the date of Executive's Separation from Service.

(iii) Should Executive timely elect to continue Executive's medical, dental and/or vision insurance benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**") or any analogous provisions of applicable state law, the Company shall pay Executive's COBRA premiums for Executive and Executive's eligible dependents ("**COBRA Premiums**") for a period of twelve (12) months following Executive's Separation from Service (the "**Change in Control Benefits Payment Period**") or, if earlier, the date upon which Executive obtains coverage under a medical plan by a subsequent employer. The Company's obligation to pay any COBRA Premiums will be subject to the then-current requirements of COBRA and any other laws affecting the payment of COBRA premiums by the Company. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the Company cannot provide the COBRA Premiums without potentially incurring financial costs or penalties under applicable law, the Company shall in lieu thereof pay Executive a taxable cash amount, which payment shall be made regardless of whether Executive elects health care continuation coverage (the "**Health Care Benefit Payment**"). The Health Care Benefit Payment shall be paid in monthly installments on the same schedule that the COBRA Premiums would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to the amount that the Company would have otherwise paid for COBRA Premiums (which amount shall be calculated based on the premium for the first month of COBRA coverage), and shall be paid until the earlier of: (i) the date the Change in Control Benefits Payment Period expires or (ii) the date upon which Executive obtains coverage under a medical plan by a subsequent employer.

(iv) The Company shall accelerate the vesting of each of Executive's then-outstanding unvested equity compensation awards, effective immediately prior to such Separation from Service. In the event any such awards are based upon performance of the Company and/or of Executive, such awards shall be vested at their respective target levels.

(b) **Termination Not in Connection with or Following a Change in Control.** If Executive's employment is terminated without Cause (and other than as a result of Executive's death or disability), or Executive resigns for Good Reason, in either case at any time that is not within twelve (12) months after a Change in Control, and provided such termination constitutes a Separation from Service, and provided Executive signs and allows to become effective the Release within sixty (60) days after Executive's Separation from Service, then the Company shall provide Executive with the following severance benefits (collectively with the Change in Control Separation Benefits, the "**Separation Benefits**"):

(i) The Company shall pay Executive cash severance in an amount equal to nine (9) months of Executive's then current base salary, less all applicable withholdings and deductions, paid in a lump sum on the Company's first regular payroll date after the Release Date.

(ii) Should Executive timely elect to continue Executive's medical, dental and/or vision insurance benefits pursuant to COBRA, the Company shall pay the COBRA Premiums for a period of nine (9) months following the effective date of Executive's Separation from Service (the "**Benefits Payment Period**") or, if earlier, the date upon which Executive obtains coverage under a medical plan by a subsequent employer. The Company's obligation to pay any COBRA Premiums will be subject to the then-current requirements of COBRA and any other laws affecting the payment of COBRA premiums by the Company. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot provide the COBRA Premiums without potentially incurring financial costs or penalties under applicable law, the Company shall in lieu thereof pay Executive the Health Care Benefit Payment in monthly installments on the same schedule that the COBRA Premiums would otherwise have been paid to the insurer, which shall be paid until the earlier of: (i) the date the Benefits Payment Period expires or (ii) the date upon which Executive obtains coverage under a medical plan by a subsequent employer.

### 3. Limitations and Conditions on Separation Benefits

(a) **Release Prior to Payment of Benefits.** Prior to the payment or provision of any of the Separation Benefits, Executive shall execute, and allow to become effective, the Release not later than sixty (60) days following Executive's Separation from Service. Such Release shall specifically relate to all of Executive's rights and claims in existence at the time of such execution and shall confirm Executive's continuing obligations to the Company (including but not limited to obligations under any confidentiality and/or non-solicitation agreement with the Company). No Separation Benefits will be paid prior to the Release Date.

(b) **Income and Employment Taxes.** Executive agrees that Executive shall be responsible for any applicable taxes of any nature (including any penalties or interest that may apply to such taxes) that the Company reasonably determines apply to any payment made hereunder, that Executive's receipt of any benefit hereunder is conditioned on Executive's satisfaction of any applicable withholding or similar obligations that apply to such benefit, and that any cash payment owed hereunder will be reduced to satisfy any such withholding or similar obligations that may apply.

(c) **Compliance with Section 409A.** It is intended that each installment of the payments and benefits provided for in this Agreement is a separate "payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). For the avoidance of doubt, it is intended that Separation Benefits set forth in this Agreement satisfy, to the greatest extent possible, the exemptions from, or comply with, the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9) (together, with any state law of similar effect, "**Section 409A**"). However, if the

Company (or, if applicable, the successor entity thereto) determines that the Separation Benefits provided under this Agreement constitute “deferred compensation” under Section 409A and Executive is, on the date of his or her Separation from Service, a “specified employee” of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code (a “**Specified Employee**”), then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the Separation Benefits described herein, as applicable, shall be delayed as follows: on the earlier to occur of (i) the date that is six (6) months and one (1) business day after Executive’s Separation from Service, (ii) the date of Executive’s death, or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation (such earlier date, the “**Delayed Initial Payment Date**”). Upon the Delayed Initial Payment Date, the Company (or the successor entity thereto, as applicable) shall pay to Executive a lump sum amount equal to the applicable benefit that Executive would otherwise have received through the Delayed Initial Payment Date if the commencement of the payment of the benefit had not been so delayed pursuant to this Section 3(c), and any remaining payments due shall be paid as otherwise provided herein. No interest shall be due on any amounts so deferred. If the Separation Benefits are not covered by one or more exemptions from the application of Section 409A and the Release could become effective in the calendar year following the calendar year in which Executive has a Separation from Service, the Release will not be deemed effective any earlier than the Release Date. To the extent that any provision of this Agreement is ambiguous as to its exemption or compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Section 409A to the maximum permissible extent. To the extent any payment under this Agreement may be classified as a “short-term deferral” within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. With respect to reimbursements or in-kind benefits provided to Executive hereunder (or otherwise) that are not exempt from Section 409A, the following rules shall apply: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any one of Executive’s taxable years shall not affect the expenses eligible for reimbursement, or in-kind benefit to be provided in any other taxable year, (ii) in the case of any reimbursements of eligible expenses, reimbursement shall be made on or before the last day of Executive’s taxable year following the taxable year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

**(d) Related Matters.** Executive further acknowledges and agrees that as a condition to receipt of any Separation Benefits (i) Executive must comply with Executive’s obligations under Executive’s Employee Confidential Information and Invention Assignment Agreement; and (ii) resign from all Company and or affiliate positions, including membership on any Board (unless otherwise requested by the Company).

**(e) Successors.** Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. The terms of this Agreement and all of Executive’s rights hereunder and thereunder shall inure to the benefit of, and be enforceable by, Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

**(f) Notice.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. Mailed notices to Executive shall be addressed to Executive at the home address which Executive most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Chief Executive Officer.

#### 4. Definitions.

**(a) Cause.** For purposes of this Agreement, “*Cause*”, as determined by the Board acting in good faith and based on information then known to it, shall mean the occurrence of one or more of the following: (i) Executive’s gross negligence or knowing and willful action which is or is likely to be materially injurious to the Company; (ii) any intentional act by Executive in connection with his responsibilities as an employee constituting fraud or a felony crime; (iii) Executive’s consistent failure to report for work or perform his duties as directed by the Company’s Board of Directors; (iv) persistent or repeated material breach of this Agreement or any agreement between Executive and the Company; (v) Executive becoming disqualified from holding office through his own act or omission; (vi) an unauthorized use or disclosure by the Executive of the Company’s confidential information or trade secrets, which use or disclosure causes material harm to the Company; or (vii) a material failure by the Executive to comply with the Company’s written policies or rules which is or is likely to be materially injurious to the Company.

**(b) Change in Control.** For purposes of this Agreement, “*Change in Control*” means the consummation of a transaction or series of transactions that results in any of the following:

**(i)** a merger, consolidation or similar corporate transaction involving (directly or indirectly) the Company and, immediately following which the stockholders of the Company immediately prior thereto do not own, directly or indirectly, outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar corporate transaction or more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar corporate transaction; or

**(ii)** a sale or other disposition of all or substantially all of the consolidated assets of the Company that occurs over a period of not more than twelve (12) months.

However, a Change in Control will not include (1) any consolidation or merger effected exclusively to change the domicile of the Company, or (2) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof. In addition, no transaction will be a Change in Control unless it is also “change in ownership of a corporation” or “change in ownership of a substantial portion of a corporation’s assets” as defined under in Treasury Regulations Sections 1.409A-3(i)(5)(v) and (vii) without regard to any alternative definitions thereunder.

(c) **Good Reason.** For purposes of this Agreement, “**Good Reason**” for Executive’s resignation of his or her employment will exist following the occurrence of any of the following without Executive’s written consent: (i) a material reduction in Executive’s base salary, which the parties agree is a reduction of at least ten percent (10%) of Executive’s base salary (provided, however, that such reduction will not be considered Good Reason if made in connection with an across-the-board salary reduction affecting all members of management); (ii) a material reduction in Executive’s duties, responsibilities and/or authority, *provided, however*, that a change in job position (including a change in title) after or in connection with a Change in Control shall not be deemed a “material reduction” in and of itself unless Executive’s new duties are materially reduced from Executive’s prior duties; (iii) a relocation of Executive’s principal place of employment to a place that increases Executive’s one-way commute by more than fifty (50) miles as compared to Executive’s then-current principal place of employment immediately prior to such relocation; or (iv) a material breach by the Company of this Agreement. In order to resign for Good Reason, Executive must provide written notice to the Board within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive’s resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than thirty (30) days after the expiration of the cure period or the date of notification to Executive that the Company will not so cure. Executive understands and agrees that the requirement for Executive’s performance of services within twenty (20) miles of Palo Alto, California does not give rise to Good Reason.

## 5. Parachute Payments.

(a) If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change in Control from the Company or otherwise (“**Transaction Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to Executive, which of the following two alternative forms of payment would result in Executive’s receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a “**Full Payment**”), or (2) payment of only a part of the Transaction Payment so that Executive receives the largest payment possible without the imposition of the Excise Tax (a “**Reduced Payment**”). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (x) Executive shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to Executive as determined in this paragraph (the “**Reduction Method**”). If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata (the “**Pro Rata Reduction Method**”).

6.



(b) Notwithstanding any provision of subsection (a) above to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Transaction Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (i) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (ii) as a second priority, Transaction Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Transaction Payments that are not contingent on future events; and (iii) as a third priority, Transaction Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Transaction Payments that are not deferred compensation within the meaning of Section 409A.

(c) The professional firm engaged by the Company for general tax purposes or the Company’s corporate law firm as of the day prior to the effective date of the Change in Control shall make all determinations required to be made under this Section 5. If the professional firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Company shall appoint a nationally recognized independent registered public accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such professional firm required to be made hereunder.

(d) The professional firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and Executive within fifteen (15) calendar days after the date on which Executive’s right to a Transaction Payment is triggered or such other time as reasonably requested by the Company or Executive. If the professional firm determines that no Excise Tax is payable with respect to the Transaction Payment, either before or after the application of the Reduced Amount, it shall furnish the Company and Executive with detailed supporting calculations of its determinations that no Excise Tax will be imposed with respect to such Transaction Payment. Any good faith determinations of the professional firm made hereunder shall be final, binding and conclusive upon the Company and Executive.

**6. Other Employment Terms and Conditions.** The employment relationship between the parties shall be governed by the general employment policies and procedures of the Company, including those relating to the protection of confidential information and assignment of inventions; provided, however, that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or procedures, this Agreement shall control.

## 7. Dispute Resolution.

(a) Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, Executive's employment with the Company, or the termination of Executive's employment, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. § 1-16 ("FAA"), to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS or its successor, under JAMS' then applicable rules and procedures for employment disputes before a single arbitrator (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>), in San Jose, California. **Executive acknowledges that by agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.**

(b) All claims, disputes, or causes of action under this arbitration agreement, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration.

(c) This arbitration agreement shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, to the extent such claims are not permitted by applicable law(s) to be submitted to mandatory arbitration and the applicable law(s) are not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "**Excluded Claims**"). In the event Executive intends to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. Executive will have the right to be represented by legal counsel at any arbitration proceeding.

(d) Questions of whether a claim is subject to arbitration under this agreement shall be decided by the arbitrator. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that Executive would be required to pay if the dispute were decided in a court of law. Nothing in this arbitration agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

## 8. Miscellaneous Provisions.

**(a) No Duty to Mitigate.** Executive shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that Executive may receive from any other source.

**(b) Waiver.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

**(c) Whole Agreement.** No agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof. This Agreement supersedes any agreement (or portion thereof) concerning similar subject matter dated prior to the date of this Agreement, and by execution of this Agreement both parties agree that any such predecessor agreement (or portion thereof) shall be deemed null and void. For the avoidance of doubt, the parties agree that this Agreement does not supersede the provisions of Executive's Offer Letter that do not address termination or severance benefits or Executive's Employee Confidential Information and Invention Assignment Agreement with the Company.

**(d) Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without reference to conflict of laws provisions, and the parties hereto submit to the exclusive jurisdiction of the state and federal courts of the State of California.

**(e) Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable, and a suitable and equitable term or provision shall be substituted therefor to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

**(f) Legal Fees and Expenses.** The parties shall each bear their own expenses, legal fees and other fees incurred in connection with the execution of this Agreement.

**(g) No Assignment of Benefits.** The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this Section 8(g) shall be void.

**(h) Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**[REMAINDER OF THIS PAGE LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

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

/s/ Richard Chen

**Dr. Richard Chen**

**PERSONALIS, INC.**

/s/ Stephen Moore

By: Stephen Moore

Title: Vice President, General Counsel and Secretary