
**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): May 16, 2025

GRAIL, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-42045
(Commission
File Number)

86-3673636
(IRS Employer
Identification No.)

1525 O'Brien Drive Menlo Park, California 94025
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (833) 694-2553

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:

- 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, par value \$0.001 per share	GRAL	The Nasdaq Global Select 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(e) Compensatory Arrangements of Certain Officers.

On May 12, 2025, the Compensation Committee (the “Committee”) of the Board of Directors of GRAIL, Inc. (the “Company”) approved a form of amended and restated offer letter (the “Amended Offer Letter”) and authorized and directed the Company to enter into an Amended Offer Letter with each of Josh Ofman, President and Aaron Freidin, Chief Financial Officer (each an “NEO”), which Amended Offer Letters amend and restate the applicable NEO’s existing offer letter.

The Amended Offer Letters provide that Dr. Ofman and Mr. Freidin will continue to receive an annual base salary of \$655,000 and \$560,000, respectively, in each case, which may be increased from time to time as determined appropriate by the Company. In addition, under the Amended Offer Letters, each NEO will continue to be eligible to participate in our Variable Compensation Plan with a target bonus of 50% of base salary, and will be entitled to receive benefits in accordance with our applicable policies.

Each Amended Offer Letter provides that if, during the period commencing 3 months prior to, and ending 24 months following, the date on which a Change in Control (as defined in the Company’s 2024 Equity Incentive Plan) is consummated (a “CIC Period”), the Company terminates the NEO without Cause (as defined in the Amended Offer Letters) (excluding as a result of such NEO’s death or disability) or such NEO resigns employment with the Company or its affiliates for Good Reason (as defined in the Amended Offer Letters), then, subject to such NEO’s execution of an effective release of claims and continued compliance with applicable restrictive covenants, the Company will provide the NEO with the following severance benefits:

- a lump sum cash payment equal to 12 months of annual base salary, as in effect for the then-current fiscal year;
- a lump sum cash payment equal to 100% of the NEO’s then-current annual target bonus;
- full acceleration of any stock option, restricted stock unit, or other incentive equity or equity-linked (including phantom equity) award (together, “Awards”) the NEO holds; and
- continued Company-paid coverage for the NEO and the NEO’s dependents under COBRA for up to 12 months.

Each Amended Offer Letter further provides that if the Company terminates the NEO without Cause (excluding as a result of such NEO’s death or disability) or such NEO resigns employment with the Company or its affiliates for Good Reason, other than during the CIC Period, then, subject to such NEO’s execution of an effective release of claims and

continued compliance with restrictive covenants, the Company will provide the NEO with the following severance benefits:

- a lump sum cash payment equal to 12 months of annual base salary for the then-current fiscal year;
- a lump sum cash payment equal to 100% of his then-current annual target bonus;
- 12 months acceleration of any Awards he holds; and
- continued Company-paid healthcare coverage for the NEO and the NEO's dependents under COBRA for up to 12 months.

The Amended Offer Letters also provide that, each of the NEOs remain entitled (until the expiration of all applicable statute of limitations periods) to all indemnification rights provided under an indemnification agreement or our organizational documents and coverage under any directors' and officers' liability policy in effect at the date of termination.

The foregoing summary of the Amended Offer Letters does not purport to be complete and is subject to, and qualified in its entirety by reference to the Form Amended Offer Letter, which is filed hereto as Exhibits 10.1.

Item 9.01 **Exhibits**

(d) Exhibits.

10.1 [Form Amended Offer Letter](#)

SIGNATURES

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

GRAIL, INC.

Date: May 16, 2025

By: /s/ Abram Barth
Name: Abram Barth
Title: General Counsel and Secretary



Detect cancer early, when it can be cured.

[DATE], 20[]

[NAME]
[EMAIL]

DELIVERED VIA DOCUSIGN

Dear [NAME]:

As you know, you are currently employed by GRAIL, LLC (“**GRAIL**” or the “**Company**”). This Amended and Restated Offer Letter (this “**Agreement**”) is intended to update and memorialize certain terms of your employment, as set forth herein. This Agreement supersedes and replaces any prior offer letter or other service agreement memorializing any terms and conditions of your employment with the Company including but not limited to that certain offer letter by and between you and the Company dated as of [] (the “**Prior Offer Letter**”) (but for clarity, shall not supersede or replace any cash-based equity appreciation rights or other incentive award agreements to which you may be a party).

GRAIL’s mission is to save lives by detecting cancer early, when it can be cured. We have the opportunity to change the understanding of biology, rewrite the practice of healthcare and, most importantly, to save millions of lives.

We are currently building the best team in the world because we are working on this most important and exciting challenge. On behalf of the team, I look forward to your continued membership in our team to innovate, collaborate, and enable us to deliver on our promise.

Pursuant this Agreement you will continue to be employed in the position of [TITLE] based in [LOCATION]. You will be responsible for such duties as may be assigned to you by management. You will report to the [MANAGER TITLE] (currently [MANAGER NAME]), as your direct manager.

During your employment with GRAIL, your annual base salary will continue to be \$[SALARY] [USD], less applicable tax withholdings and deductions, subject to promotion, merit increase, or other base salary increase adjustments as determined appropriate by the Company.

Your salary is payable in accordance with the Company's payroll practices as in effect from time to time, currently every other week, one week in arrears.

During your employment with Grail, you are eligible to participate in the Company's health and retirement benefits programs available generally to its senior executives, in accordance with GRAIL's policies and subject to the terms and conditions of the governing plan documents. Please note that the Company may modify benefits from time to time in its discretion.

During your employment with Grail, you are eligible to participate in GRAIL's Variable Compensation Plan ("**VCP**"). Your VCP target is [VCP%]% of your annual base salary and will be prorated for any partial year of service. You must continue to be employed by GRAIL through the end of the applicable performance year and on the date of payment for such performance year in order to earn a VCP payment for that year. Details of the plan have been provided to you or will be provided to you in the near future.

If, during the term of this Agreement, (a) the Company or its affiliates (as applicable) terminate your employment without Cause (as defined below) (excluding as a result of your death or disability) or (b) you resign your employment with the Company and its affiliates (as applicable) for Good Reason (as defined below), in each case, at any time within the period commencing 3 months prior to, and ending 24 months following, the date on which a Change in Control (as defined in below) is consummated (such period a "**CIC Period**" and such termination a "**CIC Termination**"), then the Company will provide you with the following severance benefits, subject to and contingent upon (i) your timely execution and delivery to the Company within thirty (30) (or, to the extent required by applicable law, forty-five (45) days) following the effective date of your termination, and non-revocation during any applicable revocation period, of a separation and release agreement in a form prescribed by the Company (the "**Separation and Release Agreement**") and (ii) your continued compliance with any restrictive covenants to which you are bound pursuant to any written agreement with the Company or any of its affiliates (the "**Restrictions**"):

- 1) The Company shall pay you a lump-sum cash payment equal to twelve (12) months of your base salary for the then-current fiscal year, payable on the first regular Company payroll date occurring on or after the 61st calendar day following the effective date of your termination (but in no event later than March 15 of the year following that in which the termination occurs).
- 2) The Company shall pay you a lump-sum cash payment equal to 100% of your then-current annual target bonus. For the avoidance of doubt, (A) if the CIC Termination occurs prior to a Change in Control, then any incremental payment above your target bonus/incentive amount that would have been payable pursuant to the foregoing sentence between the effective date of your termination and the

date of the Change in Control instead shall be paid in a single lump sum on the date of the Change in Control; and (B) if the effective date of your termination occurs on or within 24 months following a Change in Control that constitutes a “change in control event” for purposes of Section 409A of the Internal Revenue Code of 1986 (as amended, the “*Code*”), the full payment shall be paid in a single lump-sum cash payment on the first regular Company payroll date occurring on or after the 61st calendar day following such termination date (but in no event later than March 15 of the year following that in which the termination occurs).

- 3) With respect to any stock option, restricted stock unit, or other incentive equity or equity-linked (including phantom equity) award (together, the “*Awards*”) held by you as of the date of such termination, if any, such Awards shall become fully vested (and, as applicable, exercisable) on an accelerated basis as of the date of such termination or, if later, the date of such Change in Control (and shall remain outstanding and eligible to vest upon a Change in Control occurring during such three-month window), it being understood that any performance-based Award then held by you will be deemed to have achieved the applicable performance objective(s) at target levels for purposes of such accelerated vesting.

If, during the term of this Agreement, the Company and its affiliates (as applicable) terminate your employment without Cause (excluding as a result of your death or disability) or you resign your employment with the Company and its affiliates (as applicable) for Good Reason other than during a CIC Period (in any case, a “*Non-CIC Termination*”), then, the Company will provide you with the following severance benefits, subject to and contingent upon (i) your timely execution, non-revocation and delivery to the Company of an irrevocable Separation and Release Agreement and (ii) your continued compliance with any Restrictions:

- 1) the Company shall pay you a lump-sum cash payment equal to twelve (12) months of your base salary for the then-current fiscal year, payable on the first regular Company payroll date occurring on or after the 61st calendar day following the effective date of your termination (but in no event later than March 15 of the year following that in which the termination occurs);
- 2) The Company shall pay you a lump-sum cash payment equal to 100% of your then-current annual target bonus; and
- 3) Any Awards held by you as of the date of such termination, if any, shall become vested (and, as applicable, exercisable) on an accelerated basis as of the date of such termination with respect to the number of shares subject to such Award that would have vested had your employment with the Company continued for twelve (12) months following your termination date.

In the event of either a CIC Termination or a Non-CIC Termination:

- 1) You shall be entitled to payment of or reimbursement (in the Company's discretion) for the cost of continuation coverage for you and your eligible dependents based on your health plan elections in effect as of immediately prior to the time of your employment termination (provided that you timely elect continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), within the time period prescribed pursuant to COBRA for you and your eligible dependents) for the period commencing on the date of your termination and continuing until the earliest of (A) the 12-month anniversary of such termination date, (B) the date upon which you and/or your eligible dependents become eligible for comparable coverage under a subsequent employer's group health plan or (C) the date upon which you cease to be eligible for coverage under COBRA (such payments or reimbursements, as applicable, the "**COBRA Premiums**" and such period, the "**COBRA Period**"). However, if the Company determines in its sole discretion that it cannot pay the COBRA Premiums without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) and/or causing any portion of your health benefits to become taxable to you, the Company will in lieu thereof provide to you a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue your group health coverage in effect on the date of your termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether you elect COBRA continuation coverage and will commence on the month following your termination of employment and will end on the date the Company has paid an amount equal to the payments for the entire COBRA Period. For the avoidance of doubt, the taxable payments in lieu of COBRA Premiums may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to all applicable tax withholdings.
- 2) You shall continue to be entitled, in respect of any period that you served as an officer or director of the Company, and effective until the expiration of all applicable statute of limitations periods, to (i) all indemnification rights provided under any indemnification agreements between you and the Company or provided by the Company's Certificate of Incorporation and By-Laws or otherwise in effect at the time of your effective date of termination and (ii) coverage under any officers' and directors' liability insurance policy in effect at the time of the date of such termination.

Notwithstanding the foregoing or anything to the contrary in the Plan or any award agreement(s), if your unvested Awards are not assumed or substituted by an acquirer or the

successor entity in a Change in Control or other merger, consolidation or similar transaction involving the Company, your unvested Awards shall accelerate and become fully vested (and, as applicable, exercisable) as of immediately prior to the closing of such transaction, subject to your continued employment with the Company and its affiliates through such closing.

For purposes of this Agreement:

- “**Cause**” means a termination of your employment by the Company or any of its affiliates (as applicable) shall be deemed a termination for “Cause” in the event of: (i) your repeated failure or refusal to materially perform your duties to the Company (other than by reason of temporary illness or other excused absence), as such duties existed immediately prior to the Change in Control; (ii) your commission of, criminal conviction or a plea of nolo contendere with respect to a crime constituting a felony or a crime of moral turpitude; or (iii) your engagement in an act of malfeasance, fraud or dishonesty in connection with the Company that materially damages the business or reputation of the Company and its affiliates. Notwithstanding the foregoing, your employment shall be considered to have been terminated for Cause only if, prior to such termination for Cause, (a) the Company shall have given to you written notice stating with specificity the reason for your termination and the provision of this “Cause” definition that is relied upon, and (b) if such reason for termination is clause “(i)” or “(iii)” above and is capable of cure, then a period of 15 days from the giving of such notice shall have elapsed without you having cured or remedied such reason for termination during such 15-day period, unless such reason for termination cannot be cured or remedied within 15 days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed 15 days), provided you have made and continue to make a diligent effort to effect such remedy or cure.
- “**Change in Control**” has the meaning set forth in the Plan.
- “**Good Reason**”¹ means your resignation within thirty (30) days following the end of the Cure Period (as defined below), based on one or more of the following events taking place without your written consent: (i) a diminution by the Company in your base salary and target bonus by 10% or more; (ii) a material reduction of your authority, duties, or responsibilities relative to your authority, duties, or responsibilities in effect immediately prior to such reduction; (iii) the relocation of your principal work location to a facility or a location more than thirty-five (35) miles from your prior work location; (iv) the Company’s material breach of this Agreement or any other employment or compensation-related agreement with you or (v) the Company’s failure to obtain the assumption of this Agreement

¹ **Note to Draft:** Good reason definitions will be conformed to include certain language in existing offer letters, where appropriate (e.g., reporting line clauses).

by any acquiror or successor entity following a Change in Control. In order for an event to qualify as Good Reason, you must not terminate employment with the Company without first providing the Company with written notice of the acts or omissions constituting the grounds for Good Reason within sixty (60) days of the initial existence of the grounds for Good Reason and a reasonable cure period of thirty (30) days following the date of written notice (the "**Cure Period**"), and such grounds must not have been cured during such Cure Period and your employment with the Company must actually terminate within sixty (60) days following the end of such Cure Period.

To the extent (i) any payments to which you become entitled under this Agreement, or any agreement or plan referenced herein, in connection with your termination of employment with the Company constitute deferred compensation subject to Section 409A of the Code and (ii) you are deemed at the time of such termination of employment to be a "specified employee" under Section 409A of the Code, then such payment or payments constituting deferred compensation will not be made or commence until the earlier of (i) the expiration of the six (6)-month period measured from the date of your separation from service and (ii) the date of your death following such separation from service. Upon the expiration of the applicable six-month delay, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph will be paid to you or your beneficiary in one lump sum (without interest). All provisions hereunder will be interpreted in a manner intended to comply with Code Section 409A or an available exemption therefrom. No severance or separation payments payable to you until you have a "separation from service" within the meaning of Code Section 409A. Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments. Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under this Agreement is determined to be subject to Section 409A of the Code, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which you incur such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to you (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this paragraph, would be subject to the excise tax imposed by Section 4999 of the Code, then your severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local

income taxes and the excise tax imposed by Section 4999, results in the receipt by you on an after-tax basis, of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in the following manner: first a pro-rata reduction of (i) cash payments subject to Section 409A of the Code as deferred compensation and (ii) cash payments not subject to Section 409A of the Code, and second a pro rata cancellation of (i) equity-based compensation subject to Section 409A of the Code as deferred compensation and (ii) equity based compensation not subject to Section 409A of the Code, with equity all being reduced in reverse order of vesting and equity not subject to treatment under Treasury regulation 1.280G-Q & A 24(c) being reduced before equity that is so subject. Unless the Company and you otherwise agree in writing, any determination required under this paragraph shall be made in writing by the Company's independent public accountants (the "*Accountants*"), whose determination shall be conclusive and binding upon you and the Company for all purposes. For purposes of making the calculations required by this paragraph, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and you shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this paragraph. The Accountants shall deliver to the Company and you sufficient documentation for you to rely on it for the purpose of filing your tax returns. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this paragraph.

Your employment is and shall continue at all times to be at-will, which means it may be terminated at any time by you or the Company with or without notice or cause. By accepting this offer of employment you agree that your employment is terminable at-will. Any prior representations to the contrary are hereby superseded by this offer. This at-will employment relationship cannot be changed except by written agreement signed by the CEO of the Company. Please also note the terms of your employment including reporting relationships may change based on business needs.

As a Company employee you will be expected to abide by all Company policies and procedures and sign and comply with the Company's standard form of Employee Invention Assignment and Confidentiality Agreement, which, among other things, prohibits unauthorized use or disclosure of the Company's proprietary information. By signing this offer letter, you also represent and warranty to the Company that you are not a party to or subject to any restrictive covenants, legal restrictions or other agreements in favor of any entity or person which would in any way preclude, inhibit, impair or limit your ability to perform your obligations as an employee of the Company. This employment offer is also contingent on all of the following: (1) providing identity and proof of your eligibility to work in the United States, (2) signing of the Employee Invention Assignment and Confidentiality Agreement, Arbitration Agreement, Acknowledgement of Ongoing Obligations and any other new hire paperwork on or before your

first day of employment, (3) satisfactory results of a background check(s) which the Company may initiate at later date(s), pursuant to a form of notice and consent that you agree to complete and sign, and (4) prior to or on your first day, provide vaccination status and upload evidence of vaccination status, as applicable.

Nothing contained in this Agreement will confer upon you any right to continue in employment with the Company or any of its subsidiaries or affiliates or interfere with the right of the Company to terminate your employment at any time, for any reason or no reason, with or without Cause. This Agreement will inure to the benefit of, be binding on and enforceable by you, the Company and our respective heirs, representatives, agents, successors and assigns. This Agreement, together with the Plan and any award agreement, sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by the Company and you, with respect to the subject matter hereof including the Prior Offer Letter. Please note that the Company may modify your title, job duties, compensation and benefits from time to time as it deems necessary or appropriate.

This Agreement may only be amended in a writing signed by both you and an authorized representative of the Company. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without regard to the conflict of law rules thereof.

If the foregoing accurately reflects our agreement, please so indicate no later than three (3) business days from receipt of this offer letter.

On behalf of all GRAILers, I look forward to welcoming you to the incredible GRAIL journey!

Sincerely,
Robert Ragusa

Chief Executive Officer
GRAIL, Inc.

Accepted:

— —
[NAME] Date