

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): October 10, 2024

Crinetics Pharmaceuticals, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38583
(Commission
File Number)

26-3744114
(IRS Employer
Identification No.)

6055 Lusk Boulevard
San Diego, California
(Address of Principal Executive Offices)

92121
(Zip Code)

Registrant's Telephone Number, Including Area Code: (858) 450-6464

(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	CRNX	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 Departure of Directors or Certain Officers; Election of Directors, Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously reported on the Current Report on Form 8-K filed by Crinetics Pharmaceuticals, Inc. (the “Company”) on September 17, 2024, James Hassard ceased serving as the Chief Operating Officer of the Company, effective October 14, 2024. On October 10, 2024, the Company entered into a Consulting Agreement (the “Consulting Agreement”) with Mr. Hassard, pursuant to which Mr. Hassard agreed to provide to the Company up to 20 hours per month of certain services described therein relating to commercial activities and launch preparations related to the Company’s investigational medicinal products (the “Services”), effective October 15, 2024 through January 15, 2025. Pursuant to the Consulting Agreement, Mr. Hassard will receive compensation of \$200 per hour as well as reimbursement for reasonable travel and out-of-pocket expenses incurred in performing the Services.

In addition, on October 10, 2024, the Company entered into a Separation and Release Agreement with Mr. Hassard (the “Separation Agreement”), pursuant to which the Company agreed to provide Mr. Hassard with the payments and benefits associated with a termination without cause, as set forth in the Employment Agreement, dated February 16, 2022, between the Company and Mr. Hassard (the “Employment Agreement”). In accordance with the terms of the Employment Agreement, the Consulting Agreement, the Separation and Release Agreement, the Company’s 2018 Incentive Award Plan and the applicable award agreements thereunder, Mr. Hassard’s outstanding equity awards will continue to vest through January 15, 2025.

The foregoing descriptions of the Consulting Agreement and the Separation Agreement are not complete and are qualified in their entirety by reference to the full text of the Consulting Agreement and the Separation Agreement, respectively, copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, hereto and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consulting Agreement, effective as of October 15, 2024, between Crinetics Pharmaceuticals, Inc. and James Hassard.
10.2	Separation and Release Agreement, dated October 10, 2024, between Crinetics Pharmaceuticals, Inc. and James Hassard.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Crinetics Pharmaceuticals, Inc.

Date: October 16, 2024

By: /s/ R. Scott Struthers, Ph.D.
R. Scott Struthers, Ph.D.
President and Chief Executive Officer
(Principal Executive Officer)

CONSULTING AGREEMENT

This Consulting Agreement (this “*Agreement*”) is made and entered into as of October 15, 2024 (the “*Effective Date*”) by and between Crinetics Pharmaceuticals, Inc. (the “*Company*”) and Jim Hassard (“*Consultant*”), an individual (each herein referred to individually as a “*Party*,” or collectively as the “*Parties*”).

The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Services and Consulting Fee

Consultant shall perform the services described in **Exhibit A** (the “*Services*”) for the Company (or its designee) and agrees to comply with the terms of this Agreement, the Company agrees to pay Consultant the consulting fees described in **Exhibit A** for Consultant’s performance of the Services.

2. Confidentiality

A. Definition of Confidential Information. “*Confidential Information*” means any information (including any and all combinations of individual items of information) that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company’s, its affiliates’ or subsidiaries’ technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s, its affiliates’ or subsidiaries’ products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Company, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Consultant can establish (i) was publicly known or made generally available prior to the time of disclosure to Consultant; (ii) becomes publicly known or made generally available after disclosure to Consultant through no wrongful action or inaction of Consultant; or (iii) is in the rightful possession of Consultant, without confidentiality obligations, at the time of disclosure as shown by Consultant’s then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

B. *Nonuse and Nondisclosure.* During and after the term of this Agreement, Consultant will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Consultant will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the Company, or (ii) subject to Consultant's right to engage in Protected Activity (as defined below), disclose the Confidential Information to any third party without the prior written consent of an authorized representative of the Company, except that Consultant may disclose Confidential Information to the extent compelled by applicable law; *provided however*, prior to such disclosure, Consultant shall provide prior written notice to Company and seek a protective order or such similar confidential protection as may be available under applicable law. Consultant agrees that no ownership of Confidential Information is conveyed to the Consultant. Without limiting the foregoing, Consultant shall not use or disclose any Company property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this Agreement for any third party. Consultant agrees that Consultant's obligations under this Section 2.B shall continue after the termination of this Agreement.

C. *Other Company Confidential Information.* Consultant agrees that Consultant will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or current employer of Consultant or other person or entity with which Consultant has an obligation to keep in confidence. Consultant also agrees that Consultant will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Confidential Information.* Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that at all times during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

3. Ownership

A. *Assignment of Inventions.* Consultant agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement and arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "*Inventions*"), are the sole property of the Company. Consultant also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Inventions.

B. **Pre-Existing Materials.** Subject to Section 3.A, Consultant will provide the Company with prior written notice if, in the course of performing the Services, Consultant incorporates into any Invention or utilizes in the performance of the Services any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Consultant or in which Consultant has an interest, prior to, or separate from, performing the Services under this Agreement (“**Prior Inventions**”), and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. Consultant will not incorporate any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by any unaffiliated third party into any Invention without Company’s prior written permission.

C. **Moral Rights.** Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. **Maintenance of Records.** Consultant agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by Consultant (solely or jointly with others) during the term of this Agreement, and for a period of three (3) years thereafter. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that is customary in the industry and/or otherwise specified by the Company. Such records are and remain the sole property of the Company at all times and upon Company’s request, Consultant shall deliver (or cause to be delivered) the same.

E. **Further Assurances.** Consultant agrees to assist Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding relating to such Inventions. Consultant further agrees that Consultant’s obligations under this Section 3.E shall continue after the termination of this Agreement.

F. **Attorney-in-Fact.** Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.A, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

4. Conflicting Obligations

A. Consultant hereby certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof, and further certifies that Consultant will not enter into any such conflicting agreement during the term of this Agreement. Consultant shall list in Exhibit B hereto any other companies for whom Consultant is providing services that are related to the Field of Interest ("**Outside Entities**"). Without limiting the foregoing, Consultant agrees to use their best efforts (A) to segregate Consultant's Services performed under this Agreement from Consultant's work done for the Outside Entities so as to minimize any questions of disclosure of, or rights under, any inventions, (B) to notify the General Counsel of the Company if at any time the Consultant believes that such questions may result from their performance under this Agreement and (C) to assist the Company in fairly resolving any questions in this regard which may arise. The Services performed hereunder will not be conducted on time that is required to be devoted to any other third party. The Consultant shall not use the funding, resources and facilities of any other third party, without the prior written consent of the Company, to perform Services hereunder and shall not perform the Services hereunder in any manner that would give any third party rights or access to the product of such Services.

B. Consultant represents and warrants that Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant's obligations to the Company under this Agreement, and/or Consultant's ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement.

C. Consultant represents and warrants that neither it nor any individual, corporation, partnership or association performing Services hereunder has been debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a(a) and (b) or any similar regulation in any applicable jurisdiction. In the event that Consultant or any individual, corporation, partnership or association performing Services hereunder (i) becomes debarred, or (ii) receives notice of an action with respect to its debarment, Consultant shall notify Company immediately. In the event that Company receives any such notice from Consultant or otherwise becomes aware that a debarment action has been brought against Consultant or any individual, corporation, partnership or association performing Services hereunder, then Company shall have the right to terminate this Agreement effective immediately.

5. Return of Company Materials

Upon the termination of this Agreement, or upon Company's earlier request, Consultant will immediately deliver to the Company, and will not keep in Consultant's possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Confidential Information, tangible embodiments of the Inventions, all devices and equipment belonging to the Company, all electronically- stored information and passwords to access such property, those records maintained pursuant to Section 3.D and any reproductions of any of the foregoing items that Consultant may have in Consultant's possession or control.

6. Term and Termination

A. **Term.** The term of this Agreement will begin on the Effective Date of this Agreement and will continue until the earlier of (i) final completion of the Services; (ii) or January 15, 2025.

B. **Termination.** Either Party may terminate this Agreement upon fourteen (14) days prior written notice of such termination. The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

C. **Survival.** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:

(1) The Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Section 1 of this Agreement; and

(2) Section 2 (Confidentiality), Section 3 (Ownership), Section 4 (Conflicting Obligations), Section 5 (Return of Company Materials), Section 6 (Term and Termination), Section 7 (Independent Contractor; Benefits), Section 8 (Indemnification), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous) will survive termination or expiration of this Agreement in accordance with their terms.

7. Independent Contractor; Benefits

A. **Independent Contractor.** It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance. Consultant acknowledges and agrees that Consultant is obligated to report as income all fees received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income.

B. **Benefits.** The Company and Consultant agree that Consultant will receive no Company-sponsored benefits as a result of Consultant's Services under this Agreement from the Company where benefits include, but are not limited to, paid vacation, sick leave, medical insurance and 401(k) participation. If Consultant is reclassified by a state or federal agency or court as the Company's employee, Consultant will become a reclassified employee and will receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company's benefit plans or programs of the Company in effect at the time of such reclassification, Consultant would otherwise be eligible for such benefits.

C. **Waiver.** Consultant hereby explicitly waives his rights to any severance payments, accelerated vesting of any Company equity awards and any other benefits under the Employment Agreement as a result of (a) his separation of employment with the Company or (b) his change in status from employee to consultant with the Company in accordance with the terms of this Agreement. Consultant acknowledges and agrees that the Employment Agreement is hereby terminated effective as of the Separation Date (as defined in the Separation Agreement and General Release), and he shall have no further rights thereunder.

8. Indemnification

Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants, employees, contractors or agents, (ii) any breach by the Consultant or Consultant's assistants, employees, contractors or agents of any of the covenants contained in this Agreement, (iii) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole, or in part, from the Company's use of the Inventions or other deliverables of Consultant under this Agreement.

9. Limitation of Liability

IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

10. Miscellaneous

A. **Governing Law; Consent to Personal Jurisdiction.** This Agreement shall be governed by the laws of the State of California, without regard to the conflicts of law provisions of any jurisdiction. The Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in San Diego, California.

B. **Assignability.** This Agreement will be binding upon Consultant's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

C. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that Consultant is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

D. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. **Severability.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

F. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. **Notices.** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 12.G.

(1) If to the Company, to:

Crinetics Pharmaceuticals, Inc.
6055 Lusk Blvd
San Diego, CA, 92121
Attention: Garlan Adams
cc. Scott Struthers

(2) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company in accordance with this Agreement.

H. **Attorneys' Fees.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

I. **Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

J. **Protected Activity Not Prohibited.** Consultant understands that nothing in this Agreement shall in any way limit or prohibit Consultant from engaging in any Protected Activity. For purposes of this Agreement, "**Protected Activity**" shall mean filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission ("**Government Agencies**"). Consultant understands that in connection with such Protected Activity, Consultant is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Consultant agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the Government Agencies. Consultant further understands that "**Protected Activity**" does not include the disclosure of any Company attorney-client privileged communications. Pursuant to the Defend Trade Secrets Act of 2016, Consultant is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

K. **Publicity.** No oral or written release of any statement, information, advertisement, or publicity matter having any reference to Company, express or implied, shall be used or disclosed by Consultant or on Consultant's behalf, unless and until such matter shall have first been submitted to and received the express written approval of Company.

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement as of October 10, 2024.

JAMES HASSARD (CONSULTANT)

By: /s/ James Hassard

Name: **James Hassard**

Address for Notice:

604 Lake Sherwood Drive
Lake Sherwood, CA, 91361

CRINETICS (COMPANY)

By: /s/ R. Scott Struthers

Name: **R. Scott Struthers**

EXHIBIT A
SERVICES AND CONSULTING FEES

1. Services. Consultant will render to Company the following Services:

Provide expert consulting services up to a maximum of 20 hours per month to Company regarding matters relating to commercial activities and launch preparations related to investigational medicinal products. Generally, Consultant will collaborate and provide advice and assistance to Company as is mutually agreed by the Parties, specifically including performance evaluation for prior Crinetics commercial employees and external vendor and consultant relationships. Notwithstanding the foregoing, Company does not intend to disclose material nonpublic information to Consultant pursuant to this Agreement.

2. Consulting Fees.

- Company shall pay Consultant **\$200 per hour**
- Company shall reimburse Consultant for all reasonable travel and out-of-pocket expenses incurred by Consultant in performing Services pursuant to this Agreement that are pre- approved by Company.
- Consultant shall submit to Company all statements for expenses incurred and Services performed on a monthly basis in a form prescribed by Company.
- Consultant holds outstanding equity awards granted to Consultant by the Company in connection with his employment with the Company (collectively, the “*Company Awards*”) under the Company’s 2018 Incentive Award Plan (the “*2018 Plan*”). There shall be no break in service as a result of Consultant’s conversion from an employee of the Company to an independent contractor and consultant to the Company for purposes of Consultant’s outstanding Company Awards. As further compensation for the Services to be rendered pursuant to this Agreement, Consultant’s Company Awards shall continue to be eligible to vest during the term of his Services pursuant to this Agreement in accordance with the terms of the Company Award agreements pursuant to which such Company Awards were granted. As a result, the termination of Consultant’s Services under this Agreement will constitute a termination of Consultant’s “Termination of Service” for purposes of the 2018 Plan and the Company Awards granted thereunder. Except as modified above, Consultant’s Company Awards shall continue to be governed by the terms and conditions of the Company Award agreements and the Company’s equity plans pursuant to which such Company Awards were granted.

In the event of Consultant’s termination of Services under this Agreement by reason of Consultant’s death or discharge by the Company following Consultant’s Permanent Disability (as defined below), the vesting and/or exercisability of 100% of Consultant’s outstanding unvested Company Awards shall be automatically accelerated on the date of Consultant’s termination of Services.

In the event of a Change in Control (as defined below), the vesting and/or exercisability of 100% of Consultant's outstanding unvested Company Awards shall be automatically accelerated on the first to occur of (A) the Company's involuntary termination of Consultant's Services under this Agreement without Cause following such Change in Control, or (B) the first anniversary of the closing of such Change in Control.

Each of Consultant's outstanding Company Award agreements is hereby amended to be consistent with the foregoing.

For purposes of this Agreement, "**Cause**" means any of the following: (i) the commission of an act of fraud, embezzlement or dishonesty by Consultant, or the commission of some other illegal act by Consultant, that causes material harm to the Company or any successor or affiliate thereof; (ii) Consultant's conviction of, or plea of "guilty" or "no contest" to, a felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (iii) any intentional unauthorized use or disclosure by Consultant of confidential information or trade secrets of the Company or any successor or affiliate thereof; (iv) Consultant's gross negligence, insubordination or material violation of any duty of loyalty to the Company or any successor or affiliate thereof, or any other material misconduct on the part of Consultant; (v) Consultant's ongoing and repeated failure or refusal to perform or neglect of Consultant's duties as required by this Agreement, which failure, refusal or neglect continues for fifteen (15) days following Consultant's receipt of written notice from the Board or the Company's Chief Executive Officer (the "**CEO**") stating with specificity the nature of such failure, refusal or neglect; or (vi) Consultant's intentional, material breach of any Company policy or any contract or agreement between Consultant and the Company or any successor or affiliate thereof; provided, however, that prior to the determination that "Cause" under clauses (iv), (v) or (vi) has occurred, the Company shall (A) provide to Consultant in writing, in reasonable detail, the reasons for the determination that such "Cause" exists, (B) other than with respect to clause (v) above which specifies the applicable period of time for Consultant to remedy his or her breach, afford Consultant a reasonable opportunity to remedy any such breach, (C) provide Consultant an opportunity to be heard prior to the final decision to terminate Consultant's Services hereunder for such "Cause" and (D) make any decision that such "Cause" exists in good faith.

For purposes of this Agreement, "**Change in Control**" shall have the meaning given to such term in the Company's 2018 Incentive Award Plan.

For purposes of this Agreement, "**Permanent Disability**" shall be deemed to have occurred if Consultant shall become physically or mentally incapacitated or disabled or otherwise unable fully to discharge his or her duties hereunder for a period of ninety (90) consecutive calendar days or for one hundred twenty (120) calendar days in any one hundred eighty (180) calendar- day period. The existence of Consultant's Permanent Disability shall be determined by the Company on the advice of a physician chosen by the Company and the Company reserves the right to have Consultant examined by a physician chosen by the Company at the Company's expense.

EXHIBIT B
OUTSIDE ENTITIES
NONE

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (this “**Agreement**”) is made and entered into by and between Crinetics Pharmaceuticals, Inc. (the “**Company**”) and James Hassard (“**Employee**”) (Employee and the Company collectively, the “**Parties**”).

Whereas, Employee was employed by the Company as its Chief Commercial Officer;

Whereas, the Company and Employee are parties to an Employment Agreement dated February 16, 2022 (the “**Employment Agreement**”);

Whereas, Employee’s employment with the Company has been terminated without Cause (as defined in the Employment Agreement) pursuant to Sections 5.2 and 5.5, effective on October 14, 2024 (“**Separation Date**”);

Whereas, Employee has agreed to provide services to the Company after the Separation Date as a consultant, governed by the Transition and Consulting Agreement;

NOW THEREFORE, in consideration of the representations, promises, covenants, agreements and acknowledgments made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Separation Benefits.

Subject to the Employee’s satisfaction of the conditions and requirements set forth in Section 5 of the Employment Agreement, including but not limited to Employee’s execution and non-revocation of this Agreement and Employee’s compliance with his obligations under this Agreement and continuing obligations under his Employment Agreement, the Company will provide to Employee the following in accordance with Section 5.2 of the Employment Agreement (collectively, the “**Separation Benefits**”):

(a) The Company shall pay to Employee the gross amount of \$348,750, less applicable taxes and withholdings, equivalent to nine (9) months of Employee’s Base Salary during the year 2024 (the “**Severance Payment**”). The Severance Payment shall be paid in a lump sum within 60 days after the Effective Date.

(b) The Company shall pay to Employee the gross amount of \$147,250, less applicable taxes and withholdings, equal to the product of (i) the Target Bonus (as defined in Section 4.2 of the Employment Agreement) and (ii) a fraction, the numerator of which is the number of days Employee was employed by the Company during the year of termination and the denominator of which is the number of days in such year (the “**Pro-Rata Bonus**”). The Pro-Rata Bonus shall be paid on the date that annual bonuses are paid to similarly situated executives, but in no event later than three-and-a-half (3 1/2) months following December 31, 2024.

(c) If Employee timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“**COBRA**”), the Company shall reimburse Employee for the monthly COBRA premium paid by Employee for Employee and Employee’s eligible dependents (the “**COBRA Benefit**”). Such reimbursement shall be paid to Employee on the first of the month immediately following the month in which Employee timely remits the premium payment. Employee shall be eligible to receive such reimbursement until the earliest of: (i) the nine-month anniversary of the Separation Date; (ii) the date Employee is no longer eligible to receive COBRA continuation coverage; or (iii) the date on which Employee receives substantially similar coverage from another employer or other source.

(d) Employee shall continue to vest in the stock options and time-based equity awards previously granted to Employee under the Company's 2018 Incentive Award Plan (the "**2018 Plan**") through January 15, 2025 as set forth in more detail in Schedule I attached hereto. Such awards will be administered in accordance with the terms of their respective plan and award documents and the termination of employment provisions under Section 5.2 of the Employment Agreement.

(e) Employee shall not be entitled to the Separation Benefits in (a)-(d) above, or any portion thereof, unless this Agreement has become effective and enforceable in accordance with its terms. The Company's payment of the Separation Benefits, subject to the terms and conditions of this Section 1, shall discharge all severance obligations of the Company under the Employment Agreement.

2. General Release and Covenant Not to Sue.

(a) Employee, on behalf of Employee and Employee's heirs, executors, administrators, successors, and assigns, hereby irrevocably and unconditionally releases, acquits, forever discharges, and covenants not to sue the Company and its respective parents, subsidiaries, and affiliates, and each of their respective former and current owners, stockholders, members, managers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, benefits administrators, investors, funds, and/or affiliates (collectively, the "Company Releasees"), for and from any and all federal, state, or local laws, regulations, ordinances, claims, causes of action, liabilities, and judgments of every type and description whatsoever, known or unknown, including, but not limited to, any obligation or claim arising under public policy, contract (express or implied, written or oral), tort, or common law, or arising out of or related to Employee's employment with or separation of employment from the Company, including but not limited to, wrongful discharge, constructive discharge, defamation, emotional distress, discrimination, harassment, retaliation, or failure to accommodate, misrepresentation, and/or obligations arising out of the Company's policies or practices, employee handbooks, and/or statements by any employee or agent of any Company Releasee (whether oral or written), claims arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; the Americans with Disabilities Act of 1991, as amended, 42 U.S.C. § 12101 et seq.; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1871, 42 U.S.C. § 1985; the Immigration Reform and Control Act, as amended, 8 U.S.C. 1101 et seq.; the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.; the Workers Adjustment and Retraining Notification Act, 29 U.S.C.A. §§ 2101 et seq.; the California Business & Professions Code; California Labor Code; California Fair Employment and Housing Act; California Family Rights Act; California Parental Leave law; California Labor Code; applicable California Wage Order(s); all as amended, and all other federal, state, and local laws relating to employment or termination of employment that may be legally waived or released; and any agreements between Employee and any of the Company Releasees, if any (collectively the "Released Claims"), from the beginning of time through the date on which Employee signs this Agreement. Notwithstanding anything herein to the contrary, the general release of claims in this Section does not extend any rights or benefits that, as a matter of law, may not be waived, including but not limited to unwaivable rights Employee might have under federal and/or state law.

Notwithstanding the above, this General Release does not waive or release: (i) any claims arising after Employee signs this Agreement, including any claim for breach of this Agreement; or (ii) any vested benefits in the Company's 2018 Plan as outlined in Schedule 1 attached hereto, the rights of which are governed by the terms of the plan; or (iii) any claims that cannot be legally waived or released as a matter of law, such as filing a claim for unemployment insurance benefits. This General Release also does not prevent Employee from filing a charge or complaint with, communicating with, or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (EEOC), the Securities and Exchange Commission (SEC), the National Labor Relations Board (NLRB), or any other federal, state, or local governmental agency or commission ("Government Agencies"). However, to the fullest extent permitted by law, Employee agrees that Employee is waiving the right to monetary damages or other equitable or monetary relief as a result of any charge, complaint, investigation, or proceeding, with the exception that Employee may receive money properly awarded by the U.S. Securities and Exchange Commission ("**SEC**") as a reward for providing information to that agency.

(b) Waiver of Unknown Claims—Section 1542 Acknowledgement. Employee acknowledges that Employee has been advised of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Employee agrees that Employee is waiving any and all rights Employee may have under California Civil Code Section 1542 with respect to the general release of claims in Section 2 of this Agreement. In connection with this waiver, Employee acknowledges that Employee may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which Employee may now know or believe to be true, with respect to the claims released pursuant to Section 2. Nevertheless, Employee intends to and does by this Agreement release, fully, finally and forever, in the manner described in Section 2, all such claims as provided therein. This Agreement shall constitute the full and absolute release of all claims and rights released in this Agreement, notwithstanding the discovery or existence of any additional or different claims or facts relating thereto.

3. Representations & Warranties.

(a) Employee represents and warrants that Employee has not filed or otherwise initiated any legal action or administrative proceeding of any kind against any of the Company Releasees and has no knowledge that (i) any such legal action or administrative proceeding has been filed or otherwise initiated or (ii) is contemplated or threatened by any other person or entity.

(b) Employee represents and warrants that Employee has not assigned, transferred, sold, or hypothecated any of the Released Claims.

(c) Employee represents and warrants that Employee has been paid and/or has received all compensation, wages, bonuses, commissions, equity, vacation time, paid leave, or any other benefits Employee has earned through the Separation Date.

(d) Employee represents and warrants that Employee has been granted all leave (paid or unpaid) to which Employee was entitled under the federal Family and Medical Leave Act, or related state law, and that Employee has not been discriminated or retaliated against due to Employee's exercise of rights, if any, under the federal Family and Medical Leave Act, or related state law. Employee further affirms that Employee has no known workplace injuries or occupational diseases that have not been made the subject of a written report to the Company.

(e) Employee represents and warrants that Employee has not divulged any Confidential Information of the Company or any of the other Company Releasees without the Company's or the other Company Releasees' consent.

(f) Employee understands and agrees that:

(i) The payment(s) and benefits to Employee pursuant to this Agreement constitute special separation benefits that the Company is providing in its discretion due to Employee's unique circumstances and that Employee is not otherwise entitled to receive;

(ii) No rights or claims are released or waived that might arise after Employee signs this Agreement; and

(iii) Employee is advised of Employee's right to consult with an attorney before signing this Agreement.

4. No Admission of Liability.

This Agreement is not intended to be, and shall not be construed as, any admission of liability or wrongdoing of any kind by the Company or any of the other Company Releasees.

5. Confidentiality and Non-Disparagement.

As a condition of, and in consideration for, the payment and other benefits Employee is to receive herein, Employee agrees that:

(a) Subject to Section 7 of this Agreement, neither Employee, nor Employee's attorneys nor agents, will disclose, disseminate or publicize or cause or permit to be disclosed, disseminated or publicized, the fact of and the terms of this Agreement, directly or indirectly, to any person, corporation, association or governmental agency, except for Employee's attorney, or accountant or for the purposes of enforcing this Agreement. The attorney and/or accountant to whom this Agreement is disclosed are also bound by this confidentiality provision.

(b) Subject to Section 7 of this Agreement, Employee will neither orally nor in writing make defamatory or otherwise injurious statements concerning the Company or Employee's engagement with the Company, or about the Company's officers, directors, shareholders, its successors, to any current or future employee, vendor or potential vendor, and any client or potential client of the Company.

(c) This Section does not in any way restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with applicable law or regulation or a valid court order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

(d) Nothing in this Section 5 or in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

6. Cooperation.

Except as otherwise required by law, Employee acknowledges and agrees that Employee will cooperate with the Company in any pending or future matters, including without limitation any litigation, investigation, or other dispute, in which Employee, by virtue of Employee's engagement with the Company, has relevant knowledge or information.

7. Protected Rights; Limited Trade Secret Immunity.

(a) Notwithstanding any other provision of this Agreement, nothing contained in this Agreement limits Employee's ability to file a charge or complaint with the SEC or any other federal, state or local government agency or commission (collectively, "Government Agencies"), or prevents Employee from providing truthful testimony in response to a lawfully-issued subpoena or court order. Further, this Agreement does not limit Employee's ability to communicate with the SEC or any other Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing non-privileged documents or other information, without notice to the Company.

(b) Employee acknowledges that Employee has been notified that under the Defend Trade Secrets Act: (i) no individual will be held criminally or civilly liable under federal or state trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law, or (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (ii) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

8. No Enforcement of Post-Employment Restrictive Covenants in Sections 8.2 and 8.3 of the Employment Agreement.

Employee and the Company hereby agree that the post-employment restrictive covenants in Sections 8.2 and 8.3 of the Employment Agreement are void and that the Company shall not take any measures to enforce them. Employee acknowledges that Employee has not suffered any damages as a result of the inclusion of Sections 8.2 and 8.3 in Employment Agreement and hereby releases the Company from any and all claims he or she might have against the Company based on, or in any way arising out of, Sections 8.2 and 8.3 of the Employment Agreement, including, without limitation, any claims under California Business & Professions Code section 16600, 16600.1, and 16600.5. This Section shall not be construed to limit or abridge in any way Employee's general release of claims against the Company in Section 2 of this Agreement.

9. Return of Company Property.

Employee agrees that no later than upon the termination of the Transition and Consulting Agreement, Employee will return to the Company all property of the Company, including, but not limited to, all files, customer and prospective customer lists, laptops, computers, management reports, drawings, memoranda, forms, financial data and reports, and all other documents obtained or created by Employee in connection with Employee's engagement with Company (including all copies of the foregoing, and including all Employee's engagement records and other materials of or relating to the Company or its customers) in Employee's possession or control, and all of the equipment and other materials of the Company in Employee's possession or under Employee's control (including but not limited to any credit cards, telephones, office equipment, software or similar items), and any and all other proprietary data or objects acquired through the Employee's engagement with the Company. Employee acknowledges and agrees that all documents, data, e-mails or other communications or information whether residing on the Company's systems, servers or computers or otherwise, or which Employee created or received on behalf of the Company, are the Company's property, and that Employee has not and shall not take, copy, destroy, delete or in any way negatively affect or compromise any such document, data, e-mail or other communication or information.

10. Severability.

If a court of competent jurisdiction or arbitrator adjudicates any covenant or obligation under this Agreement void or unenforceable, then the Parties intend that the court or arbitrator modify such provision only to the extent necessary to render the covenant or obligation enforceable as modified or, if the covenant or obligation cannot be so modified, the Parties intend that the court or arbitrator sever such covenant or obligation, and that the remainder of this Agreement, and all remaining covenants, obligations and provisions as so modified, shall remain valid, enforceable, and in full force and effect.

11. Entire Agreement.

Employee and the Company acknowledge and agree that this Agreement, together with Schedule I attached hereto, constitutes the entire agreement relating to the subject matter hereof and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between them relating to the subject matter hereof.

12. Construction.

In any construction of this Agreement, the same shall not be construed against either party on the basis that the party was the drafter. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

13. Modification.

Subject to Sections 10 and 12 above, no provision of this Agreement may be changed, altered, modified, or amended except in writing signed by Employee and a duly-authorized representative of the Company, which writing shall specifically reference this Agreement and the provision that the Parties intend to change, alter, modify, or amend.

14. Attorneys' Fees, Costs and Expenses.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

15. Third-Party Beneficiaries.

The Parties acknowledge and agree that all of the Company Releasees shall be third-party beneficiaries of this Agreement.

16. Counterparts Acceptable.

This Agreement may be executed in counterparts, and when each party has signed and delivered one such counterpart to the other Parties hereto, each counterpart shall be deemed an original and taken together shall constitute one and the same agreement, which shall be binding and effective as to each of the Parties. The exchange of a fully-executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement. A facsimile or scanned (e.g., .PDF, etc.) signature shall be deemed to be an original.

17. Applicable Law.

This Agreement shall be governed and construed in accordance with the laws of the State of California, irrespective of its choice-of-law rules.

18. Successors and Assignees of the Company and Other Company Releasees.

This Agreement shall be assignable by the Company in its sole discretion and inure to the benefit of the Company and its successors and assigns and all other Company Releasees. This Agreement may not be assigned by Employee and any such attempted or purported assignment shall be null and void.

19. Headings and Captions.

The headings and captions used in this Agreement are for convenience of reference only, and shall in no way define, limit, expand, or otherwise affect the meaning or construction of any provision of this Agreement.

20. Waiver.

The waiver by any party to this Agreement of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

21. Knowing and Voluntary Agreement.

This General Release includes a release of claims arising under the Age Discrimination in Employment Act (ADEA), as amended by the Older Workers Benefit Protection Act (OWBPA), and its implementing regulations. By signing this Agreement, Employee acknowledges and confirms that: (i) Employee has read and understood this Agreement; (ii) by this Agreement, Employee has been advised in writing of Employee's right to consult with an attorney of Employee's choice, before signing this Agreement; (iii) Employee knowingly, freely, and voluntarily agree to all of the terms and conditions in this Agreement, including, without limitation, the General Release; (iv) Employee has received good and valuable consideration for signing this Agreement, which is in addition to anything of value Employee was otherwise entitled to receive; (v) Employee was given at least twenty-one (21) days to consider the terms of this Agreement and consult with counsel; (vi) Employee has seven (7) days after signing this Agreement to revoke the release in this Section by delivering a notice of revocation to the General Counsel at the Company before the end of this seven-day period; and (vii) Employee understands that the General Release does not apply to rights and claims that may arise after Employee signs this Agreement. This Agreement is not effective until the revocation period has expired. In the event Employee does not exercise Employee's right to revoke this Agreement, the Agreement shall become effective on the eighth (8th) calendar day immediately following the seven-day revocation period described above ("*Effective Date*").

22. Notices.

All notices and all other communications that are required to be given under this Agreement must be in writing and shall be deemed to have been duly given when: (i) personally delivered, (ii) mailed by United States registered or certified mail postage prepaid, (iii) sent via a nationally recognized overnight courier service, (iv) sent via facsimile to the recipient, or (v) sent via email to the recipient, in each case as follows:

If to the Company: Crinetics Pharmaceuticals, Inc.
General Counsel
6055 Lusk Blvd
San Diego, CA 92121
E-mail: gadams@crinetics.com
Attention: Garlan Adams
Cc: Adriana Cabre

If to Employee: To Employee's last known address on file with the Company,

or such other address or addresses as either party hereto shall have designated by notice in writing to the other party hereto.

23. Tax Withholding.

The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes that will be required pursuant to any law or governmental regulation or ruling. Employee acknowledges that he has not relied on any statements or representations by the Company with respect to the tax treatment of the payments described in this Agreement. Employee is solely responsible for all tax reporting obligations and Employee agrees to pay all local, state, and federal income taxes, penalties, interest, fines or other assessment incurred or owed by Employee, if any, in connection with any payments provided to Employee pursuant to this Agreement.

24. Section 409A.

Payments pursuant to this Separation Agreement are intended to comply with or be exempt from Section 409A of the Internal Revenue Code and accompanying regulations and other binding guidance promulgated thereunder ("Section 409A"), and the provisions of this Separation Agreement will be administered, interpreted and construed accordingly. Notwithstanding any other provision of this Separation Agreement, payments provided under this Separation Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Separation Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Separation Agreement shall be treated as a separate payment. Any payments to be made under this Separation Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Separation Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

25. Employee's Understanding.

Employee acknowledges and agrees that Employee has read and fully understands the contents and the effect of this Agreement. Employee represents and warrants that Employee has had a reasonable opportunity to seek the advice of an attorney as to such content and effect. Employee accepts each and every term, provision, and condition of this agreement, and does so voluntarily and with full knowledge and understanding of its contents, nature, and effect.

BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE DOES SO VOLUNTARILY AFTER CONSULTING WITH HIS OR HER COUNSEL AND CAREFULLY READING AND FULLY UNDERSTANDING EACH PROVISION AND ALL OF THE EFFECTS OF THIS AGREEMENT, WHICH INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

JAMES HASSARD

/s/ James Hassard

Date: 10-Oct-2024

CRINETICS PHARMACEUTICALS, INC.

By: /s/ R. Scott Struthers

R. Scott Struthers
Chief Executive Officer

Date: 10-Oct-2024

Schedule I

Summary of Equity Awards Outstanding as of January 15, 2025

Grant	Type	Granted	Already Vested as of October 14, 2024	Additional Vesting as of 1/15/2025	Total Forfeited as 1/15/25	Total Vested as of 1/15/25
03/01/2023 2018 RSU	RSU	14,000	3,500	0	10,500	3,500
03/01/2024 2018 RSU	RSU	17,000	0	0	17,000	0
03/10/2022 21IP NQSO	Nonqualified Stock Option	160,000	103,333	10,000	46,667	113,333
03/01/2023 2018 ISO	Incentive Stock Option	24,443	9,333	1,273	13,837	10,606
03/01/2023 2018 NQSO	Nonqualified Stock Option	40,807	16,495	2,805	21,507	19,300
03/04/2024 2018 ISO	Incentive Stock Option	2,755	0	0	2,755	0
03/04/2024 2018 NQSO	Nonqualified Stock Option	60,245	9,187	3,938	47,120	13,125