
**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): February 17, 2026**

SANA BIOTECHNOLOGY, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39941
(Commission
File Number)

83-1381173
(IRS Employer
Identification Number)

**188 East Blaine Street, Suite 350
Seattle, Washington 98102**
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (206) 701-7914

**188 East Blaine Street, Suite 400
Seattle, Washington 98102**
(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))
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Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	SANA	The Nasdaq Stock Market LLC

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.

Appointment of Executive Vice President, Chief Financial Officer, and Treasurer, and Transition of Principal Financial Officer

On February 17, 2026, Sana Biotechnology, Inc. (the “Company”) announced that Brian Piper, M.B.A., joined the Company as Executive Vice President, Chief Financial Officer on February 17, 2026 (the “Commencement Date”), and in such capacity, will serve as the Company’s Treasurer and Principal Financial Officer.

Prior to joining the Company, Mr. Piper, 54, served as Chief Financial Officer of Scorpion Therapeutics, Inc. (“Scorpion”), a privately held biopharmaceutical company, from November 2021 to April 2025, and thereafter at Antares Therapeutics, Inc., a privately held biopharmaceutical company, until August 2025, following its spin-off from Scorpion. Prior to Scorpion, Mr. Piper served as Chief Financial Officer of Prelude Therapeutics Incorporated (“Prelude”), a biopharmaceutical company that completed its initial public offering during his tenure, from July 2019 to November 2021. Prior to Prelude, Mr. Piper served in roles of increasing responsibility, most recently as Chief Financial Officer and Corporate Secretary, at Aevi Genomic Medicine, Inc. (“Aevi”) (previously Medgenics, Inc.), a public biopharmaceutical company (later acquired by Cerecor, Inc.), from April 2014 to May 2019. Prior to Aevi, Mr. Piper served in finance, investor relations, and business development roles at Shire Pharmaceuticals plc, which was a public pharmaceutical company during his tenure (later acquired by Takeda Pharmaceutical Company Limited), for 12 years. Mr. Piper received his B.B.A. in Finance from the University of Notre Dame and his M.B.A. from the Robert H. Smith School of Business at the University of Maryland.

There is no arrangement or understanding between Mr. Piper and any other person pursuant to which he was appointed to such roles. Mr. Piper has no family relationship with any director or executive officer of the Company, and there are no transactions between Mr. Piper and the Company that would require disclosure pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended (“Exchange Act”).

Effective as of immediately prior to the Commencement Date, Steven D. Harr, M.D., the Company’s President and Chief Executive Officer, ceased serving as acting Principal Financial Officer.

Employment Arrangements for Mr. Piper

Pursuant to the terms of a written offer letter, dated January 27, 2026, by and between the Company and Mr. Piper (the “Offer Letter”), Mr. Piper will receive an annual base salary of \$515,000, and will be eligible to receive a target annual bonus equal to 40% of his base salary.

Pursuant to the Offer Letter, the Company granted to Mr. Piper (i) an option (the “Option”) to purchase 900,000 shares of the Company’s common stock (the “Common Stock”), and (ii) 200,000 restricted stock units (the “RSUs”), in each case pursuant to the Company’s 2021 Incentive Award Plan, as amended. The Option has an exercise price equal to the closing price of the Common Stock on the grant date and a term of 10 years from the grant date. The Option will vest with respect to 25% of the shares subject to the Option on the first anniversary of the grant date and 1/48 of the shares subject to the Option monthly thereafter, and the RSUs will vest over four years in equal annual installments on each anniversary of the grant date, in each case, subject to Mr. Piper’s continued service to the Company through each applicable vesting date.

Pursuant to the Offer Letter, upon Mr. Piper’s termination of employment by the Company other than for “cause” (and other than due to his death or disability) or his resignation for “good reason” (as each such term is defined in the Offer Letter) other than during the period commencing three months prior to a “change in control” (as defined in the Offer Letter) and ending 12 months after a change in control, he is entitled to receive (i) severance payments (less applicable withholding taxes) based on Mr. Piper’s monthly base salary as in effect at the time of termination (but without taking into account any reduction of his base salary in breach of the Offer Letter), payable in installments over the nine-month period following his termination date in accordance with the Company’s standard payroll policies, and (ii) payment or reimbursement for continued health, vision, and dental coverage through the Consolidated Omnibus Budget Reconciliation Act of 1985 for Mr. Piper, his spouse, and any applicable dependents for a period of up to nine months, in each case, subject to, among other things, Mr. Piper providing a general release of claims against the Company.

In addition, Mr. Piper, as an Executive Vice President of the Company, is eligible to participate in the Company’s Change in Control Severance Plan (“Severance Plan”). A description of severance benefits payable pursuant to the Severance Plan upon a termination of employment in certain circumstances is included in the Company’s proxy statement for the 2025 Annual Meeting of Stockholders, filed with the Securities and Exchange Commission on April 25, 2025.

The foregoing description of the Offer Letter is a summary and is qualified in its entirety by reference to the Offer Letter, which is filed as Exhibit 10.1 to this Current Report on Form 8-K (“Current Report”).

Mr. Piper will have the opportunity to enter into the Company’s form of Indemnification and Advancement Agreement for its directors and officers.

Item 7.01 Regulation FD Disclosure.

On February 17, 2026, the Company issued a press release announcing Mr. Piper’s appointment as Executive Vice President, Chief Financial Officer. A copy of the press release is furnished as Exhibit 99.1 to this Current Report. The information in this Item 7.01, including Exhibit 99.1 attached hereto, shall not be deemed “filed” for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing made by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

See the Exhibit Index below, which is incorporated by reference herein.

EXHIBIT INDEX

Exhibit Number	Description
10.1	Offer Letter by and between the Company and Brian Piper, dated as of January 27, 2026
99.1	Press Release dated February 17, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)



January 26, 2026

Brian Piper
[***]
[***]

Sent via Email to [***]

Re: Employment Terms

Dear Brian:

Sana Biotechnology, Inc. (the "Company"), is pleased to offer you full-time employment in the position of **Executive Vice President, Chief Financial Officer**, effective as of **February 17, 2026** (the date you actually commence employment, your "Commencement Date"), in which you will be responsible for such duties as are normally associated with such position or as otherwise determined by the Chief Executive Officer of the Company. You will report to Steve Harr, the Chief Executive Officer of the Company, or such other individual as the Company may designate, and will be initially headquartered in our Cambridge, MA offices, or such other location as the Company may designate, except for such travel as may be necessary to fulfill your responsibilities. In the course of your employment with the Company, you will be subject to and required to comply with all company policies, and applicable laws and regulations.

You will be paid a base salary at the bi-weekly rate of **\$19,807.70** (subject to required tax withholding and other authorized deductions), equivalent to **\$515,000.00** on an annualized basis. Your base salary will be payable in accordance with the Company's standard payroll policies and subject to adjustment pursuant to the Company's policies as in effect from time to time. This position is classified as exempt from overtime under applicable law.

In addition to your base salary, you will be eligible for an annual cash bonus, at the discretion of the Board of Directors of the Company (the "Board"). Your target annual bonus shall be **40%** of your base salary, but the actual amount of your annual bonus may be more or less (and may equal zero). For the 2026 performance year, should the bonus pool be funded and approved by the Board, your target bonus will be calculated on a full calendar-year basis and will not be prorated for a partial year of service. Any annual bonus awarded to you shall be paid within two and a half months following the year to which the annual

bonus relates and will be contingent upon your continued employment through the applicable payment date. You hereby acknowledge and agree that nothing contained herein confers upon you any right to an annual bonus in any year, and that whether the Company pays you an annual bonus and the amount of any such annual bonus will be determined by the Company in its sole discretion.

In connection with entering into this offer letter, the Company will recommend to the Board that it grant you the following equity awards: (i) options to purchase **900,000** shares of the Company's common stock (the "Stock Option") at an exercise price equal to the closing price of the Company's common stock on the date of grant; and (ii) an award of **200,000** restricted stock units ("RSUs"). Subject to your continued employment with the Company through the vesting dates, 25% of the Stock Option award will vest on the first anniversary of the grant date and 1/48th of the Stock Option will vest each month thereafter. The RSUs will vest in four equal instalments on the first, second, third and fourth anniversaries of the grant date.

Subject to the approval of our Board or a committee thereof, stock option and RSU awards are typically granted effective as of your Commencement Date. The equity awards described above are subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization. All equity awards will otherwise be subject to the terms and conditions of the Company's 2021 Incentive Award Plan, as amended, and a stock option agreement or restricted stock award agreement, as applicable, to be entered into between you and the Company.

You will be eligible to participate in all of the employee benefits and benefit plans that the Company generally makes available to its regular full-time employees. You will be eligible for paid time off, vacation and/or paid sick leave in accordance with applicable law and Company policy. Further, you will be eligible to receive any benefits applicable to Sana employees of your job level under the terms of the Company's then-current change in control severance plan.

The Company requires that, as a full-time employee, you devote your full business time, attention, skill, and efforts to the tasks and duties of your position as assigned by the Company. Accordingly, we expect that you will not provide services (for any or no form of compensation) to any other person or business entity while employed by the Company that could potentially conflict with the Company's business (as currently conducted or as may be conducted in the future) or that may otherwise violate the Company's policies, as may be updated from time to time. If you have any questions about information included in this section, please discuss with your Recruiter before signing this document.

As a condition of employment, you will be required: (1) to sign and comply with an At-Will Employment Agreement, a copy of which has been sent to you with this offer, which, among other things, prohibits unauthorized use or disclosure of Company proprietary information, requires the assignment of certain

intellectual property rights to the Company, and includes certain restrictive covenants, including non-competition obligations; (2) to sign and return a satisfactory I-9 Immigration form, which will be sent to you as part of your onboarding should you accept this offer, and provide sufficient documentation establishing your employment eligibility in the United States of America; and (3) to provide satisfactory proof of your identity as required by U.S. law.

As a further express condition of employment, you must consent to and satisfactorily pass (to the Company's satisfaction) a background check. You should not rely upon the terms of this offer letter until you have been informed in writing by the Company that you have successfully satisfied such background check. You will be contacted soon by the Company's third-party background check vendor, Accurate. Accurate will provide you with a disclosure of your rights under relevant federal and state law and request your authorization to perform a background check on you for the Company and provide the results of the background check to the Company.

By signing below, you represent that your performance of services to the Company will not violate any duty which you may have to any other person or entity (such as a present or former employer), including obligations concerning providing services (whether or not competitive) to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights, and you agree that you will not do anything in the performance of services hereunder that would violate any such duty. You further confirm that you will not remove or take with you any documents or proprietary data or materials of any kind, electronic or otherwise, from any third party (including your present or former employer) without written authorization from such third party.

Notwithstanding any of the above, your employment with the Company is "at will." This means that it is not for any specified period of time and can be terminated by you or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. It also means that your job duties, title and responsibility and reporting level, work schedule, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed with prospective effect, with or without notice, consistent with applicable law, at any time in the sole discretion of the Company.

Without limiting the foregoing, if at any time other than during a Change in Control Period (as defined below) your employment with the Company is terminated by the Company without Cause (other than due to your death or disability) or you resign for Good Reason (each, as defined herein) and you deliver to the Company a general release of all claims against the Company and its affiliates in a form reasonably acceptable to the Company (a "Release") that becomes effective and irrevocable within 60 days following such termination of employment, then you shall be entitled to receive (i) continuing payments of severance pay (less applicable withholding taxes) for a period of nine (9) months to be paid periodically in accordance

with the Company's normal payroll policies at a rate equal to your monthly base salary rate as in effect immediately prior to your termination (but without taking into account any reduction of your base salary in breach of this letter), less applicable withholdings, with such installments to commence on the first payroll date following the date the Release becomes effective and irrevocable, with the first installment to include any amount that would have been paid had the Release been effective and irrevocable on your termination date and (ii) direct payment or reimbursement for premiums for continued health, vision and dental benefit coverage through COBRA for you, your spouse and dependents at the same level of coverage as in effect for you on the day immediately preceding the day of termination of employment for a period ending on the earlier of (a) nine (9) months after the date of termination of employment and (b) the date you are eligible to receive health, vision and dental benefits through a new employer.

For purposes of this offer letter, the term "Cause" means: (i) a willful act of dishonesty made by you in connection with your responsibilities as an employee; (ii) your conviction of, or plea of *nolo contendere* to, a felony or any crime involving fraud, embezzlement or a material violation of federal or state law by you, any of which that the Board reasonably determines in good faith has had or will have a material detrimental effect on the Company's reputation or business; (iii) your willful and material unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom you owe an obligation of nondisclosure as a result of your relationship with the Company; (iv) your willful material breach of any obligations under any written agreement or covenant with the Company; or (v) your continued substantial failure to perform your employment duties (other than as a result of your physical or mental incapacity). No termination for Cause under (iv) or (v) shall be effectuated until after you have received a written demand of performance from the CEO that specifically sets forth the factual basis for the CEO's determination that you have not substantially performed your duties and have failed to cure such non-performance to the CEO's reasonable satisfaction within thirty (30) business days after receiving such notice. For purposes of this definition, no act or failure to act shall be considered willful unless it is done in bad faith and without reasonable intent that the act or failure to act was in the best interest of the Company. Any act, or failure to act, based upon authority or instructions given to you pursuant to a resolution duly adopted by the CEO or based on the advice of counsel for the Company will be conclusively presumed to be done or omitted to be done by you in good faith and in the best interest of the Company.

For purposes of this offer letter, the term "Good Reason" means your resignation within 30 days following expiration of any Cure Period (as defined below) following the occurrence of one or more of the following, without your written consent: (i) a material reduction in your base salary or target annual bonus; (ii) a material diminution of your title, duties, responsibilities or reporting lines; or (iii) a change in the location of your employment of more than 50 miles. No event will be considered Good Reason unless (a) you have given written notice to the Company of your intention to terminate your employment for Good Reason,

describing the grounds for such action, no later than 90 days after the first occurrence of such circumstances, (b) you have provided the Company with at least 30 days in which to cure the circumstances (the “Cure Period”), and (c) if the Company is not successful in curing the circumstance, you end your employment within thirty days after the end of the Cure Period.

For purposes of this offer letter, the term “Change in Control” shall have the meaning ascribed such term in the Company’s 2021 Incentive Award Plan, as amended, provided, that such event constitutes a “change in control event” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

For purposes of this offer letter, the term “Change in Control Period” shall mean the period commencing three (3) months prior to a Change in Control and ending twelve (12) months after the Change in Control.

No amount deemed deferred compensation subject to Section 409A of the Code shall be payable pursuant to this offer letter unless your termination of employment constitutes a “separation from service” with the Company within the meaning of Section 409A of the Code, and the Department of Treasury regulations and other guidance promulgated thereunder. For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), your right to receive any installment payments under this offer letter shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment. To the extent that any reimbursements payable pursuant to this offer letter are subject to the provisions of Section 409A of the Code, any such reimbursements payable to you pursuant to this offer letter shall be paid to you no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and your right to reimbursement under this offer letter will not be subject to liquidation or exchange for another benefit.

You are not required to seek other employment or otherwise mitigate the value of any severance benefits contemplated by this offer letter, nor will any such benefits be reduced by any earnings or benefits that you may receive from any other source, except as otherwise expressly set forth above with respect to continued group life, health, vision and dental benefits.

In addition to any indemnification provided by the Company’s organizational documents, the Company will enter into an indemnification agreement with you as senior executive in the form used for other senior executives.



If you accept this offer, this letter and the At-Will Employment Agreement shall constitute the complete agreement between you and Company with respect to the terms and conditions of your employment. Any prior or contemporaneous representations (whether oral or written) not contained in this letter or the At-Will Employment Agreement or contrary to those contained in this letter or the At-Will Employment Agreement, that may have been made to you are expressly cancelled and superseded by this offer.

This offer letter shall be interpreted and construed in accordance with the laws of Commonwealth of Massachusetts without regard to any conflicts of laws principles. While other terms and conditions of your employment may change in the future, the at-will nature of your employment may not be changed, except in a subsequent letter or written agreement, signed by you and the Chief Executive Officer of the Company.

(Signature Page Follows)



Please sign and date this letter and the At-Will Employment Agreement, and submit it through DocuSign by February 9, 2026 if you wish to accept employment at the Company under the terms described above, after which time this offer of employment will expire. If you accept our offer, we would like you to commence your employment with us as soon as practicable.

This offer letter may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same letter. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

If you have any questions, regarding this letter or employment with the Company, please feel free to contact your recruiter. We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

SANA BIOTECHNOLOGY, INC.

By: /s/ Aaron Grossman

Name: Aaron Grossman

Title: EVP, Chief Legal Officer

Date: January 26, 2026

Accepted by:

/s/ Brian Piper

Brian Piper

January 27, 2026

Sana Biotechnology Appoints Brian Piper as Executive Vice President, Chief Financial Officer

SEATTLE, February 17, 2026 — Sana Biotechnology, Inc. (NASDAQ: SANA), a company focused on changing the possible for patients through engineered cells, today announced the appointment of Brian Piper as Executive Vice President, Chief Financial Officer. Mr. Piper brings to Sana a breadth of biopharmaceutical financial and operational expertise with over 25 years of experience in various positions in the industry. Mr. Piper was most recently CFO of Scorpion Therapeutics and its post-acquisition spin-off, Antares Therapeutics.

“I am thrilled to welcome Brian to Sana and to our leadership team,” said Steve Harr, President and Chief Executive Officer of Sana. “He brings deep expertise in capital formation and disciplined capital allocation along with a proven track record of driving financial and operational excellence. Over the next 12-18 months, we expect to generate initial clinical data for SC451 in the treatment of type 1 diabetes and SG293 in a B-cell related disease, helping us better understand these therapies and creating important value inflection points for the company. We have meaningful momentum in our type 1 diabetes and *in vivo* CAR T programs, and his leadership will be critical as we continue to advance our portfolio, optimize long-term value creation, and work to deliver these transformative therapies for patients.”

Mr. Piper was previously Chief Financial Officer of Scorpion Therapeutics until its acquisition by Eli Lilly in 2025, and thereafter was Chief Financial Officer of Antares Therapeutics, following its spin-off from Scorpion. Prior to that, he was Chief Financial Officer of Prelude Therapeutics, a public biotech company. Earlier, he served as Chief Financial Officer of Aevi Genomic Medicine. He also spent 13 years at Shire Pharmaceuticals, holding senior roles across investor relations, corporate venture capital, and other finance functions. Mr. Piper began his career at Celera Genomics and Otsuka Pharmaceuticals, Inc. He obtained his M.B.A. from the University of Maryland and his B.B.A. from the University of Notre Dame.

Mr. Piper added, “I am delighted to join the Sana team at a pivotal time as we build on the demonstrated clinical potential of hypimmune-modified pancreatic islet cells in type 1 diabetes and start clinical development for the *in vivo* CAR T platform. I look forward to working closely with the team to ensure a strong balance sheet, drive operational excellence, and apply disciplined capital allocation in support of our vision for patient impact and shareholder value.”

About Sana Biotechnology

Sana Biotechnology, Inc. is focused on creating and delivering engineered cells as medicines for patients. We share a vision of repairing and controlling genes, replacing missing or damaged cells, and making our therapies broadly available to patients. We are a passionate group of people working together to create an enduring company that changes how the world treats disease. Sana has operations in Seattle, WA, Cambridge, MA, and South San Francisco, CA. For more information about Sana Biotechnology, please visit <https://sana.com/>.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements about Sana Biotechnology, Inc. (the “Company,” “we,” “us,” or “our”) within the meaning of the federal securities laws, including those related to the Company’s vision, progress, and business plans; expectations for and the potential timing, significance, and impact of data from its development programs, product candidates, and technology platforms, including its preclinical, clinical, and regulatory development plans; expectations regarding the Company’s value creation and inflection points, balance sheet, operations, and capital allocation and the potential impact for patients and shareholders; and statements by the Company’s President and Chief Executive Officer and Executive Vice President, Chief Financial Officer. All statements other than statements of historical facts contained in this press release, including, among others, statements regarding the Company’s strategy, expectations, future operations, and prospects, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “aim,” “anticipate,” “assume,” “believe,” “contemplate,” “continue,” “could,” “design,” “due,” “estimate,” “expect,” “goal,” “intend,” “may,” “objective,” “plan,” “positioned,” “potential,” “predict,” “seek,” “should,” “target,” “will,” “would,” and other similar expressions that are predictions of or indicate future events and future trends, or the negative of these terms or other comparable terminology. The Company has based these forward-looking statements largely on its current expectations, estimates, forecasts, and projections about future events and financial trends that it believes may affect its financial condition, results of operations, business strategy, and financial needs. In light of the significant uncertainties in these forward-looking statements, you should not rely upon forward-looking statements

as predictions of future events. These statements are subject to risks and uncertainties that could cause the actual results to vary materially, including, among others, the risks inherent in drug development such as those associated with the initiation, cost, timing, progress, and results of the Company's current and future research and development programs, preclinical and clinical trials, as well as economic, market, and social disruptions. For a detailed discussion of the risk factors that could affect the Company's actual results, please refer to the risk factors identified in the Company's SEC reports, including but not limited to its Quarterly Report on Form 10-Q dated November 6, 2025. Except as required by law, the Company undertakes no obligation to update publicly any forward-looking statements for any reason.

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