

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

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

Date of Report (Date of earliest event reported): March 4, 2024

DAY ONE BIOPHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40431
(Commission
File Number)

83-2415215
(IRS Employer
Identification No.)

**2000 Sierra Point Parkway, Suite 501
Brisbane, California**
(Address of principal executive offices)

94005
(Zip Code)

Registrant's telephone number, including area code: (650) 484-0899

N/A

(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 \$0.0001 per share	DAWN	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 8.01 Other Events.

On March 4, 2024, Day One Biopharmaceuticals, Inc. (the “Company”) entered into an amendment (the “Amendment”) to its existing license agreement (the “Viracta License Agreement”), dated December 16, 2019, with Viracta Therapeutics, Inc. (f/k/a Sunesis Pharmaceuticals, Inc.) (“Viracta”). As part of the amendment, the Company will make a one-time payment in March 2024 to Viracta of \$5 million in exchange for reduced future payment obligations in the high single-digit percentage related to the potential grant and future sale or use of a Priority Review Voucher (PRV). Following this payment, the Company remains obligated to make further milestone payments of up to \$49 million upon achievement of specified development and regulatory milestones.

The Amendment is attached hereto as Exhibit 10.1 and is incorporated by reference. The description of the Amendment contained in this Form 8-K is qualified in its entirety by reference to Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Amendment No. 1 to the License Agreement for RAF, dated March 4, 2024, by and between Day One Biopharmaceuticals, Inc. and Sunesis Pharmaceuticals, Inc.</u>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

SIGNATURES

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

DAY ONE BIOPHARMACEUTICALS, INC.

Date: March 7, 2024

By: /s/ Charles N. York II, M.B.A.
Charles N. York II, M.B.A.
Chief Operating Officer and Chief Financial Officer

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential.

AMENDMENT NO. 1 TO LICENSE AGREEMENT FOR RAF

This Amendment No. 1 to License Agreement for RAF (this “*Amendment*”), effective as of March 4, 2024 (the “*Amendment Effective Date*”), is made by and between Viracta Therapeutics, Inc., a Delaware corporation, successor in interest to Sunesis Pharmaceuticals, Inc., a Delaware corporation (“*Viracta*”), and Day One Biopharmaceuticals, Inc., successor in interest to DOT Therapeutics-1, Inc., a Delaware corporation (“*Day One*”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the License Agreement (as defined below).

RECITALS

WHEREAS, Day One and Viracta previously entered into that certain License Agreement for RAF dated as of December 16, 2019, as amended from time to time (the “*License Agreement*”).

WHEREAS, Pursuant to Section 6.2.1(a) of the License Agreement, Day One will pay Viracta [*].

WHEREAS, Viracta and Day One have agreed to amend the License Agreement to reduce the amount [*] Day One will pay pursuant to Section 6.2.1 (a) to [*] in exchange for a one-time payment of five million dollars (\$5,000,000) (the “*Buyout Payment*”).

WHEREAS, Viracta, Viracta Royalty Fund, LLC and Xoma (US) LLC (“*XOMA*”) previously entered into that certain Royalty Purchase Agreement dated as of March 22, 2021, as amended from time to time (the “*Royalty Purchase Agreement*”) pursuant to which XOMA acquired all of Viracta’s economic rights under the License Agreement other than a [*].

WHEREAS, pursuant to Section 15.11 of the License Agreement, any amendment, change or addition thereto shall be effective and binding on the Parties only if reduced to writing and executed by the respective duly authorized representatives of Viracta and Day One.

NOW, THEREFORE, in consideration of the foregoing recitals and for other consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ONE TIME PAYMENT**. Within four (4) days following the Amendment Effective Date, Day One shall provide the Buyout Payment to Viracta.
2. **AMENDMENT TO SECTION 6.2.1(a)**. In consideration for the payment in Section 1, Section 6.2.1(a) of the License Agreement is hereby amended by deleting the words “[*]”.

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential.

3. **PUBLICITY.**

3.1. **Press Release.** Notwithstanding Section 10.3 of the License Agreement, neither Party will issue a press release related to this Amendment.

4. **GENERAL PROVISIONS.**

4.1. **References to License Agreement.** All references to the License Agreement in the License Agreement or any agreements referenced therein shall hereinafter refer to the License Agreement as amended by this Amendment.

4.2. **Full Force and Effect.** Except as expressly modified by this Amendment, the terms of the License Agreement shall remain in full force and effect.

4.3. **Counterparts; Facsimile.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. This instrument may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each party hereto as if they were original signatures.

4.4. **Effectiveness.** The provisions of this Amendment shall be effective as to all parties to the License Agreement upon the Amendment Effective Date.

4.5. **Titles and Subtitles.** The captions to the several Sections and Articles hereof are not a part of this Amendment, but are included merely for convenience of reference and shall not affect its meaning or interpretation.

4.6. **Further Assurances.** The parties hereto agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Amendment.

4.7. **Governing Law.** This Amendment and any dispute arising from the construction, performance or breach hereof shall be governed by and construed, and enforced in accordance with, the laws of the state of Delaware, without reference to conflicts of laws principles.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

DAY ONE BIOPHARMACEUTICALS, INC.

VIRACTA THERAPEUTICS, INC.

By: /s/ Jeremy Bender
Name: Jeremy Bender
Title: CEO

By: /s/ Daniel R. Chevallard
Name: Daniel R. Chevallard
Title: COO and CFO

SIGNATURE PAGE TO AMENDMENT NO. 1 TO LICENSE AGREEMENT FOR RAF