

# Employee Handbook Guiding Principles and Policies



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## Section I

### 1.00 INTRODUCTION

Welcome to Avidity Biosciences (referred to as “Avidity,” “we” or the “Company” throughout this Handbook). We are delighted you have joined the Avitar team.

This Employee Handbook is designed to be an explanation of our Be AVID Values and the guiding principles and policies which help us make fair and consistent management decisions. Please take the time to read this Handbook thoroughly. We understand this Handbook may not answer all questions, so your supervisor and Human Resources will also serve as a source of information for you.

There are several things that are important to keep in mind as you familiarize yourself with our Handbook. First, except as otherwise stated with regard to the Company’s “at-will” employment policy, this Handbook contains only general information and guidelines. It is not intended to be comprehensive, nor does it address all the possible applications of, or exceptions to, the general policies and procedures described. Second, benefits, such as those provided by the group health plan, are subject to and controlled by the terms of the actual policy or summary plan description. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a benefits-related policy or practice to you, you should address your specific questions to Human Resources (HR), who can assist you or direct you to the appropriate plan document or administrator. And finally, we have organized this Handbook by placing the most frequently requested information up front, with the ability to link to more specific policies if and when the need arises.

The policies, procedures and other contents of this Handbook do not create any contractual obligations. None of the policies, procedures, or contents of this Handbook in any way conflict with or supersede the Company’s policy of employment at-will. The at-will relationship applies equally to you and the Company and can only be modified by a written agreement signed by the employee and the CEO of the Company. Also, federal, state, and local law may change from time to time, or the Company may hire employees in new locations. In all cases, the Company will comply with applicable law, and any policy inconsistent with applicable law will be applied in a manner to comply with the applicable law.

While we make every effort to keep employees informed of current policy as well as policy changes, the Company reserves the right to change or amend this Handbook at its discretion, with or without notice.

### 1.05 OUR MISSION

Avidity’s Mission is to profoundly improve people’s lives by revolutionizing the delivery of targeted RNA therapeutics.

We are doing this by realizing the broad and disruptive potential of our Antibody Oligonucleotide Conjugates (AOC™) platform. Beginning with our muscle disease franchise, our programs aim to tackle the root cause of the disease. Our innovative pipeline is set to advance and expand into additional cells and tissues, allowing us to address unmet patient needs across a wide-range of therapeutic areas.

## 1.10 OUR VALUES: BE AVID

At Avidity, our commitment to rigorous and innovative science is matched only by our passion to see patients' lives changed. Our values are our guideposts to ensure a connected and collaborative approach, celebrating the uniqueness of each individual while embracing the importance of data and community. We hold ourselves accountable to the highest standards and expect the unexpected, always ready to adapt and move forward.

### Agile-Visionary-Integrated-Diverse

VALUE	BEHAVIOR EXAMPLES
<b>Agile</b> Entrepreneurial spirit, adaptability: growth, resilience, intentional, fast-paced, learning, sense of urgency, commit to doing things better	<ul style="list-style-type: none"> <li>• Operating with a growth mindset</li> <li>• Continuously improving and delivering value</li> <li>• Making decisions based on information and/or Avidity's Values</li> <li>• Quickly pivoting when new information results in change</li> <li>• Balancing new ideas with continued progress</li> </ul>
<b>Visionary</b> Discovery, commitment to the patient: scientific, pioneering, define the future, pushing boundaries, making a difference	<ul style="list-style-type: none"> <li>• Taking intelligent risks that align with our Mission</li> <li>• Discovering new ideas, approaches, science, opportunities</li> <li>• Understanding that it's okay to fail, take the opportunity to learn from it</li> <li>• Finding new ways to grow our Company and each other</li> <li>• Challenging the status quo with an open mind and speed</li> </ul>
<b>Integrated</b> Teamwork, shared accountability: unity, collaboration, collegial, ownership, responsibility	<ul style="list-style-type: none"> <li>• Taking responsibility for results and learning from mistakes</li> <li>• Encouraging and considering innovative ideas or differing perspectives</li> <li>• Working together to identify and achieve milestones</li> <li>• Collaborating with aligned objectives and agreed to accountability</li> <li>• Celebrating the small victories and saying "thank you"</li> </ul>

<p><b>Diverse</b> Respect and embrace diversity: of ideas, approaches, authenticity, curiosity, acceptance</p>	<ul style="list-style-type: none"> <li>• Appreciating and valuing authenticity and uniqueness</li> <li>• Freedom of expression without fear</li> <li>• Welcoming and respecting the perspectives of our employees, colleagues, patients, collaborators</li> <li>• Treating others with dignity and professionalism</li> </ul>
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## 1.15 ETHICS

Avidity is an honest and ethical company. The Code of Business Conduct and Ethics below outlines expectations and standards that guide our business activities and your obligations to avoid conflicts of interest, insider trading, and other illegal and/or unethical conduct. We strive to improve the quality of our operations and will maintain a reputation of honesty, fairness, respect, responsibility, integrity, trust and sound business judgment. The ethical performance of the Company is the sum of the ethics of the people who work here. Thus, we are all expected to adhere to high standards of personal and professional integrity. If you have any doubt about whether your conduct, or that of another, meets our ethical standards or compromises the Company's reputation, please discuss it with your supervisor, HR, or a member of the Senior Leadership Team ("SLT") or report it to Avidity's Confidential Reporting Hotline at 866-860-0008.

## 1.20 OPEN DOOR

The Company values open, honest and respectful communication. Avidity is committed to addressing workplace issues that are important to its employees and believes that by working together to address concerns, the Company will be an even better place to work. Should you have questions or concerns, you should communicate directly with those directly involved, your supervisor or HR.

Although the Company cannot guarantee confidentiality in all cases when issues or concerns are raised, the Company will maintain confidentiality to the extent consistent with adequately addressing and investigating the issues or concerns raised and any other business-related obligations or needs.

Avidity also provides an anonymous suggestion box [Your Voice Matters](#) which can be found on BaseCamp.

## **1.25 COMMITMENT TO DIVERSITY, INCLUSION & EQUAL EMPLOYMENT OPPORTUNITY**

Avidity is committed to providing an environment that values and promotes diversity, equity, and inclusion. Avidity is an equal opportunity employer. This means that employment decisions are based on merit and business needs. Avidity prohibits discrimination on the basis of race, traits historically associated with race (including hair texture and protective hairstyles such as braids, locks and twists), color, religion (including religious dress and grooming practices, and requesting accommodation of religion), religious creed, national origin, ancestry, ethnicity, primary language, political activity or affiliation, gender, sex (including sex stereotyping, pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender to which they identify), age (40 or older), medical condition (including cancer and AIDS/HIV), sexual orientation, reproductive health decision making, marital status (including registered domestic partnership status), citizenship, physical or mental disability (including requesting accommodation of a disability), genetic information, history of military service, military or veteran status, Civil Air Patrol status, immigration status, family leave or caregiver status, a person's use of cannabis off the job and away from the workplace or any other characteristic protected by federal, state or local laws ("Protected Characteristics"), or on the basis of any perception of an applicant's or employee's Protected Characteristic or on the basis that an applicant or employee is associated with someone who has or is perceived to have a Protected Characteristic. Avidity strictly prohibits the harassment of any individual based on any Protected Characteristic. Refer [here](#) to the The Anti-Discrimination, Anti-Harassment, Anti-Retaliation, Accommodation and Internal Complaint Procedure Policy below for further information, including how to report discrimination or harassment to the Company.

This policy applies to all employment practices including recruitment, advertising, job application procedures, hiring, firing, advancement, compensation, training, benefits, transfers, social and recreational programs, and any other terms, conditions, and privileges of employment.

## **1.30 AT-WILL EMPLOYMENT RELATIONSHIP**

As stated in your offer letter when you joined Avidity, employment with the Company is at-will. This means employment with the Company is not for any specified period and may be terminated by you or the Company at any time, with or without cause or advance notice. The Company also reserves the right to modify or alter your position, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, change in reporting relationships, reclassification, or reassignment. In addition, the Company reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate, in no particular order of progression. No person other than the CEO of the Company has the authority to enter into an agreement contrary to this statement. To be valid, such agreement must be specific, in writing, and signed by the CEO of the Company and you.



### **1.35 PAYDAYS, BONUS ELIGIBILITY AND PAYCHECK DEDUCTIONS**

The Company's paydays are bi-monthly, on the 5<sup>th</sup> and 20<sup>th</sup> of the month. All employees are paid by check or direct deposit. If the regularly scheduled payday falls on a Company holiday or weekend, the employees will be paid on the last business day prior to the regularly scheduled payday.

If you are awarded a discretionary performance bonus, for example a spot award or annual performance bonus, you must be in active employment status at the time of payment to be eligible to receive the award.

Your pay will reflect deductions that are required by law and deductions that are authorized by you. The Company is obligated to withhold for federal and state income tax, unemployment tax and FICA contributions (Social Security and Medicare). It is important that you submit and keep up to date a form W4 with an appropriate number of exemptions. In addition, you may elect other deductions such as 401(k), Employee Stock Purchase Program, or premium cost-share.

For questions regarding pay or deductions, contact a member of HR or the Finance team.

### **1.40 PERFORMANCE DEVELOPMENT PROCESS**

We incent, recognize, and celebrate employees who consistently embody our Mission and Values. We take pride in providing an environment where employees can achieve professional success and growth in their careers. We believe that by encouraging a learning and development culture we promote the success of our people, programs, teams, and corporate objectives. We utilize a variety of internal and external resources to support us in this endeavor and we commit to annual goal setting, 360-degree feedback between employees and supervisors and a collaborative bi-annual review process.

- Upon hire, or by the first quarter of the calendar year, employees set goals aligned with functional and corporate objectives, Be AVID Values and development goals.
- Each quarter, we encourage supervisors and employees to revisit progress towards pre-set goals.
- Mid-year and year-end, supervisors and employees document accomplishments, progress towards goals, alignment with Be AVID Values and development discussions.

Refer [here](#) to the Performance Development folder on BASECAMP for useful instructions, forms, and training materials regarding the Company's performance development process.

### **1.45 LEARNING AND DEVELOPMENT/TUITION ASSISTANCE**

Avidity values employee growth and development and encourages employees to broaden their knowledge and skills through continued education. Avidity offers a variety of means to gain additional skills through courses customized for Avidity: supervisor and leadership training, Working the Avidity Way, Matrix Management, Success Profiles, LinkedIn Learning, and access to externally delivered topics specific to your profession and on-line compliance training. In addition, Avidity offers tuition assistance up to \$5,000 annually to qualified employees. Refer to the [Tuition Assistance](#) program for more detail.

Refer to the Learning and Development information in the Human Resources section on [BASECAMP](#) for more information. Discuss learning and development options with your supervisor to enhance your career goals as well as ways to reach your short- and long-term goals.

## **1.50 HOLIDAYS**

Holiday time off with pay will be provided to all regular employees at their regular rate of pay or base salary. Approximately 13 paid holidays are published each year and generally include:

- New Year's Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day AFTER Thanksgiving
- Winter Break (last workweek of December through December 31<sup>st</sup>)

The Company reserves the right to require employees to work on a Company-designated holiday should business circumstances require. An eligible non-exempt employee required to work on a Company-designated holiday will receive holiday pay plus wages for actual hours worked. For purposes of calculating overtime, holidays are not considered hours worked unless an employee actually works on the holiday. Employees on an unpaid leave of absence are not eligible for holiday pay.

Refer [here](#) to the current Holiday Schedule.

## **1.55 VACATION TIME OFF**

Vacation time is provided for rest and relaxation. Regular full-time employees can accrue up to 160 hours of vacation time per year, pro-rated for any partial years of employment. Regular part-time employees working 30 hours or more per week accrue a pro rata amount of vacation time that regular full-time employees are eligible to accrue, determined by their normal hours worked. For example, a regular part-time employee who normally works 30 hours per week will be eligible to accrue up to 120 hours of vacation time per year, pro-rated for any partial years of employment. Employees

accrue vacation time on a pro-rata basis throughout the year. An employee will not accrue vacation time during a leave of absence, unless required by law. Temporary employees and part-time employees working less than 30 hours per week do not accrue vacation time but are eligible for paid sick leave under the Sick Leave Policy below.

An eligible employee will accrue vacation time until the employee has accrued 1.75 times the amount of vacation time they are eligible to accrue in a full year of service (e.g., 280 hours for a regular full-time employee, and 210 hours for a regular part-time employee who regularly works 30 hours per year). At that time, no further vacation time will be earned or carried over from year to year until the employee has used some portion of their accrued vacation, thereby reducing the total amount of accrued vacation time below the permitted maximum.

Vacation time may be used only if it has been earned. Avidity does not permit employees to “borrow” or advance against future accrued vacation time.

A holiday that falls during an employees’ vacation time will be treated and paid as a holiday and not as vacation time.

To request vacation time, submit an electronic request prior to the dates of your requested leave via Avidity’s time-keeping system—refer to AlphaStaff portal [here](#). The request will automatically route to your supervisor for approval. The request should include a start and end date. Efforts will be made to accommodate all employees’ requests for specific vacation time; however, supervisors must consider the needs of the Company when evaluating requests and can deny requests accordingly.

Upon termination, employees will be paid for all accrued, but unused vacation hours.

## **1.60 PAID SICK LEAVE**

The Company provides five (5) paid sick days (equivalent to forty (40) hours) annually, or as otherwise required by applicable law, to all employees to use for absences due to, among other reasons, illnesses or injuries, mental wellness or to care for a family member or designated person. A designated person is someone identified by you at the time you request paid sick leave. Sick leave will be granted in a lump sum on January 1<sup>st</sup> of each year, and on the employee’s date of hire during their initial calendar year of employment. Unused sick leave will expire on December 31<sup>st</sup> of each year and there will be no payout or carry-over for unused sick leave, except where required by law; sick leave will not be paid out upon termination of employment.

If you have tested positive for Covid, then refrain from coming to the workplace. Follow current reporting protocols. If you are well enough to work from home, then notify your supervisor and you may elect to work. If your symptoms from Covid, or related reasons such as a reaction to a booster, prevent you from working, then inform your supervisor and notify payroll that your illness is Covid-related.

To record Sick Leave taken, log into [AlphaStaff portal](#) and submit to your supervisor for approval.

Employees may use paid sick leave for an absence due to their own illness or injury, or that of a family member or a “designated person”. A designated person is someone you identify at the time you request paid sick leave. Paid sick leave may not be used in place of or to extend vacation. Paid sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking. Paid sick leave can be used for actual care as well as for related events and necessities, such as going to medical appointments. All conditions and restrictions placed on an employee’s use of sick leave apply also to sick leave used to care for a family member. Abuse of sick leave may result in disciplinary action, up to and including termination.

Employees who are unable to report to work due to illness or injury, for the purpose of attending to a family member or designated person, or for another reason for which sick leave is authorized should notify their supervisor before the scheduled start of their workday, if possible. The supervisor must also be contacted on each additional day of absence, unless the employee has been approved for a leave of absence that covers that day. Before returning to work from a sick leave absence of three (3) consecutive scheduled workdays or more, the Company may require an employee to provide a physician’s verification that he, she or they may safely return to work.

Sick leave pay will be calculated based on the employee’s base pay rate at the time of absence and will not include any special forms of compensation such as incentives or bonuses, except where required by law. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits such as disability insurance, paid family leave or workers’ compensation. Sick leave benefits will be used to supplement any other benefit payments that an employee is eligible to receive. The combination of any such benefit payments and sick leave payments cannot exceed the employee’s normal weekly earnings.

Unused sick leave will not be paid out upon termination of employment.

The Company will not retaliate or discriminate against an employee for requesting paid sick leave. Please report any retaliation or discrimination to HR. Any report of retaliatory or discriminatory conduct will be objectively, timely and thoroughly investigated in accordance with the Company’s Internal Complaint Procedure described below. If a report of retaliation or discrimination is substantiated, appropriate disciplinary and/or remedial action will be taken.

If the Company determines that retaliation or discrimination has occurred, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future retaliation or discrimination. Employees who believe they have been retaliated or discriminated against in violation of this policy may also file a complaint with the California Labor Commissioner at [www.dir.ca.gov](http://www.dir.ca.gov) or [DLSE2@dir.ca.gov](mailto:DLSE2@dir.ca.gov).

## **1.65 GENERAL LEAVE OF ABSENCE INFORMATION**

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available several types of leaves of absence. Some leaves are governed by law and others are discretionary. For a planned leave, however, a request must be submitted at least 30 days in advance. In the event of an emergency or when 30 days' notice is otherwise not feasible, the request should be made as soon as you become aware of the need for leave. All leaves must have the approval of HR.

All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by Company management, which reserves the right to approve or deny such requests in its sole discretion, unless approval is otherwise required by law.

For disability-related leave requests, the Company will engage in an interactive process with you to determine if a leave is the most appropriate accommodation.

When leave is for a medical reason, you must provide a certification from your health care provider or authorize the health care provider to release the required information to the Company to support the leave. Failure to provide the required certification and/or authorization to the Company in a timely manner may result in delay or denial of leave.

If you fail to return to work on the first workday following the expiration of an authorized leave without receiving approval from the Company for an extension of the leave, you may be deemed to have voluntarily resigned from the Company and be taken off the payroll. Should you require an extension of leave, you must request such extension and have it approved before the expiration of the currently approved leave.

Following an approved leave of absence, the Company will make a reasonable effort to return you to your former position or an equivalent or comparable position upon your return to work. However, there is no guarantee that you will be reinstated to your position, or any position, except as required by law.

All leaves are unpaid, unless otherwise specified. Employees who are on leaves of absence will not accrue vacation time during leave, except where required by law. Employees must use any accrued vacation time, if available, during any unpaid leave, except where applicable prohibits such mandatory use. Group health insurance coverage will be continued during a leave of absence, for up to a total of 12 weeks (employees must pay their share of premiums, if any) or otherwise as required by applicable law, after which time you may continue group health coverage at your sole expense by reimbursing the Company the full cost of your group health coverage until you return to work. Use of vacation time during an otherwise unpaid leave will not extend the period of an approved leave of absence. Holidays that fall during a leave of absence will not be paid as holidays.

## **1.70 LEAVE OF ABSENCE HIGHLIGHTS**

Below is a chart that provides general information about some leaves of absences available to eligible employees. Some leaves of absences may qualify as leave under

more than one law or policy, such as maternity leave and Medical Disability Leave, and New Parent Bonding Leave and FMLA Leave. Some leaves of absences may also interact with income-replacement benefits available to employees, such as short-term disability payments and income-replacement benefits available under applicable state programs. For more information on any of the leaves of absences mentioned in the chart below or other available leaves of absences or time off, reference the applicable policies below regarding such leaves or time off, or contact HR.

Leave Type	Maximum Length	Pay (inclusive of any income-replacement benefits provided under the Company's short-term disability policy or an applicable state program, except where otherwise noted)	Contact
New Parent Bonding Leave	4 weeks	100%	Human Resources
Civic Duty	5 business days per year	100%	Your Supervisor
Bereavement	5 business days per bereavement incident	100%	Your Supervisor
Medical Disability (short-term)	Maximum 12 weeks per 12-month period	The first 8 weeks supplemented at 100%. The remainder of time paid at 67% provided under the Company's Short Term Disability policy and as supplemented by vacation time or sick leave	Human Resources
Military Leave	12 months (although employees who require more than 12 months of leave for military service will be eligible for re-employment following their service in accordance with applicable federal and state law)	30 days at 100%	Human Resources
FMLA	Maximum 12 weeks or 26 weeks, depending on reason for leave, per 12-month period	Supplemented with Paid Time Off as provided under the Company's short-term disability plan and any applicable state program through which income-replacement benefits may be paid, and as supplemented by vacation time or sick leave.	Human Resources

## 1.75 BENEFITS

The Company offers a package of employee benefit programs for its employees. The Company's benefit plans are specifically defined in summary plan descriptions that are available for review. The descriptions provided in this Handbook are brief summaries for your general information. To the extent there are any conflicts between the summaries contained in this Handbook and the official plan documents, the provisions of the official plan documents will control. The Company reserves the right, without advance notice to employees, to modify or discontinue any of its employee benefits or plans on a prospective basis at any time. Employees will be notified in advance of any changes in benefits that affect them.

Detailed information, including summary plan descriptions and costs, can be found within the embedded links below on [BASECAMP](#):

Benefit	Coverage
Medical	Anthem PPO, HMO & HDHP
Dental	Anthem Dental PPO
Vision	Anthem Vision PPO
HSA	Health Savings Accounts administered through American Benefits Association (ABA)
FSA	Medical and dependent care FSA accounts through American Benefits Association (ABA)
401k	4% employer match administered through BlueStar Retirement
Employee Stock Purchase Program	15% discount on employee stock purchase through E-Trade
Basic Life & Accidental Death & Dismemberment ("ADD")	Basic Life Insurance of 2x annual earnings up to \$500,000 AD&D of 2x annual earnings up to \$500,00
Short Term Disability ("STD")	Administered by Anthem, STD coverage provides a benefit equal to 67% of your weekly earnings, up to \$3,462 per week for a period up to 12 weeks
Long Term Disability ("LTD")	If your disability extends beyond 90 days, the LTD coverage through Anthem can replace 67% of your monthly earnings, up to maximum of \$15,000 per month
Travel Assistance	When traveling more than 100 miles from home, this coverage includes: <ul style="list-style-type: none"><li>• Medical referrals</li><li>• Emergency medical evacuation assistance</li><li>• 24-hour multilingual assistance</li><li>• Translation and interpretation services</li><li>• Assistance with lost or stolen items</li><li>• Pre-trip planning services</li><li>• Prescription refill services</li></ul>

## **1.80 EMPLOYEE ASSISTANCE PROGRAM**

The Company provides confidential Employee Assistance Program (EAP) services to all eligible employees and their immediate family members/dependents. Our EAP provides access to professional counseling services for help with personal concerns that may impact any aspect of an employee's life. These concerns may include, but are not limited to, performance issues, health, marital or family counseling, financial or legal support, alcohol abuse, and drug use, as well as theft recovery and monitoring.

Our EAP vendor will work with you to assess the problem, offer guidance, and provide a referral to quality care. Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment because any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company. In certain circumstances, you may be referred to the EAP by your managers due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance. EAP services can be initiated by contacting the EAP service provider.

Refer [here](#) for the EAP flyer.

## **1.85 CO-EMPLOYMENT RELATIONSHIP**

Avidity Biosciences has established a co-employment relationship with a Professional Employment Organization (PEO). The purpose of the PEO is to leverage infrastructure of a more established company, for example, its Human Resource Management System and multi-state payroll administration and have access to HR resources that an early-stage company may not otherwise have. Avidity has partnered with AlphaStaff as our PEO so you will see their Company information on such interfaces as the HR portal, paychecks and W2.



## Section II—Employment

This Employment Section of the Handbook discusses the overriding policies of your employment relationship with the Company.

### **2.05 CODE OF BUSINESS CONDUCT AND ETHICS**

In accordance with the requirements of the Securities and Exchange Commission (the “SEC”) and the Nasdaq Stock Market (“Nasdaq”) Listing Standards, the Board of Directors (the “Board of Directors”) of the Company has adopted this Code of Business Conduct and Ethics (the “Code”) to encourage:

- Honest and ethical conduct, including fair dealing and the ethical handling of actual or apparent conflicts of interest;
- Full, fair, accurate, timely and understandable disclosures;
- Compliance with applicable governmental laws, rules and regulations;
- Prompt internal reporting of any violations of law or the Code;
- Accountability for adherence to the Code, including fair process by which to determine violations;
- Consistent enforcement of the Code, including clear and objective standards for compliance;
- Protection for persons reporting any questionable behavior that may violate applicable law or the Code;
- The protection of the Company’s legitimate business interests, including its assets and corporate opportunities; and
- Confidentiality of information entrusted to directors, officers and employees by the Company and its customers.

All directors, officers and employees of the Company (each referred to sometimes throughout this Code as a “Covered Party” and collectively referred to sometimes as the “Covered Parties”) are expected to be familiar with the Code and to adhere to the principles and procedures set forth below.

Avidity’s Code of Business Conduct and Ethics is not intended to be a comprehensive rulebook and cannot address every situation. If there is an uncomfortable situation or if there is any doubt about whether the situation is consistent with the Company’s ethical standards, the employee, regardless of one’s position within the Company, should seek help. Employees are encouraged to contact an immediate supervisor for help first. Should the supervisor not be in a position to adequately respond to the issue or should the employee feel uncomfortable to contact them, they should contact the Company’s General Counsel or Chief Financial Officer. In the event an employee would like to remain anonymous, there is a confidential Ethics Hotline that is available 24 hours per day, 7 days per week at: [www.lighthouse-services.com/avidity](http://www.lighthouse-services.com/avidity), or (866) 860-0008. Certain situations may require an investigation. In such cases, the employee’s identity may assist the Company in addressing the specific question or concern and disclosure of this information could be helpful, but it is not required.

The Company prohibits retaliation against any employee or director of the Company

who, in good faith, seeks help, reports known or suspected violations of the law or this Code, or participates in an investigation of such a report. The Company will not tolerate reprisal or retaliation against an employee because the employee, in good faith, sought help, submitted such a report, or participated in an investigation of such a report. Such behavior will be subject to disciplinary action, up to and including potential termination of employment.

#### I. Conflicts of Interest

Employees and directors are required to act in the best interests of the Company and are expected to refrain from engaging in any activity or having a personal interest that presents a “conflict of interest,” and avoid even the appearance of a conflict of interest. A conflict of interest occurs when the private interests of a Covered Party interfere, or appear to interfere, with the interests of the Company. A conflict of interest can arise when an employee, officer or director takes action or has an interest that prevents or has the potential to prevent him/her from performing his/her Company duties and responsibilities honestly, objectively and effectively.

For example, a conflict of interest may arise when a Covered Party, or a member of his, her or their immediate family, receives improper personal benefits as a result of his, her or their position at the Company.

Conflicts of interest can also occur indirectly. For example, a conflict of interest may arise when a Covered Party is also an executive officer, a major shareholder or has a material interest in a company or organization doing business with the Company. Each Covered Party has an obligation to conduct the Company’s business in an honest and ethical manner, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships. Any situation that involves, or may reasonably be expected to involve, a conflict of interest with the Company, should be disclosed promptly to the General Counsel, principal financial officer or the Board of Directors.

Avidity’s Code of Business Conduct and Ethics does not attempt to describe all possible conflicts of interest that could develop. Other common conflicts from which Covered Parties must refrain are set out below:

- Covered Parties may not engage in any conduct or activities that are inconsistent with the Company's best interests or that disrupt or impair the Company's relationship with any person or entity with which the Company has or proposes to enter into a business or contractual relationship.
- Covered Parties may not accept compensation, in any form, for services performed for the Company from any source other than the Company.
- No Covered Party may take up any management or other employment position with, or have any material interest in, any firm or company that is in direct or indirect competition with the Company.

The Company requires that employees and directors disclose any situation that reasonably would be expected to give rise to a conflict of interest. Employees who suspect that a situation could give rise to a conflict of interest, or something that others could reasonably perceive as a conflict of interest, must report to their immediate supervisor, the General Counsel or Chief Financial Officer. Executives and members of the Board of Directors must report suspected conflict of interest to the Board of Directors. The General Counsel, Chief Financial Officer, or the Board of Directors will determine whether there is a conflict of interest and, if so, how best to address it. All transactions that would give rise to a conflict of interest involving a director, or executive officer must be approved by the Board of Directors, and any such approval will not be considered a waiver of any other requirement of this Code.

## II. Disclosures

The information in the Company's public communications, including in all reports and documents filed with or submitted to the SEC, must be full, fair, accurate, timely and understandable.

To ensure the Company meets this standard, all Covered Parties (to the extent they are involved in the Company's disclosure process) are required to maintain familiarity with the disclosure requirements, processes, and procedures applicable to the Company commensurate with their respective duties. Covered Parties are prohibited from knowingly misrepresenting, omitting or causing others to misrepresent or omit, material facts about the Company to others, including the Company's independent auditors, governmental regulators, and self-regulatory organizations.

## III. Compliance with Laws, Rules and Regulations

The Company is obligated to comply with all applicable laws, rules, and regulations. It is the personal responsibility of each Covered Party to adhere to the standards and restrictions imposed by these laws, rules, and regulations in the performance of his, her or their duties for the Company. These include, but are not limited to, laws, rules and regulations regarding: the development, testing, approval, manufacture, marketing and sale of our product candidates and products, bribery and kickbacks, copyrights, trademarks and trade secrets, information privacy, insider trading, illegal political contributions, antitrust prohibitions, foreign corrupt practices, import and exports, sanctioned countries or persons, offering or receiving gratuities, environmental hazards, employment discrimination or harassment, occupational health and safety, false or misleading financial information or misuse of corporate assets.

The Chief Executive Officer, Chief Financial Officer and Vice President, Finance (or persons performing similar functions) of the Company (together, the "Senior Financial Officers") are also required to promote compliance by all employees with Avidity's Code of Conduct and to abide by Company standards, policies, and procedures.

Covered Parties located outside of the United States must comply with laws, regulations, rules, and regulatory orders of the United States, including the Foreign Corrupt Practices Act ("FCPA") and U.S. export control laws, in addition to applicable state, local and foreign laws. If any doubt exists about whether a course of action is

lawful, individuals are to seek advice from their supervisor, the General Counsel or principal financial officer.

#### IV. [Insider Trading Compliance Policy](#)

Trading on inside information is a violation of federal securities laws. Covered Parties in possession of material non-public information about the Company or companies with whom we do business must abstain from trading or advising others to trade in the respective company's securities from the time that they obtain such inside information until adequate public disclosure of the information. Material information is information of such importance that it can be expected to affect the judgment of investors as to whether or not to buy, sell, or hold the securities in question. To use non-public information for personal financial benefit or to "tip" others, including family members, who might make an investment decision based on this information is not only unethical but also illegal. Covered Parties who trade stock based on insider information can be personally liable for damages totaling up to three times the profit made, or loss avoided, by the respective Covered Party. You are required to read carefully and observe our [Insider Trading Compliance Policy and Procedures](#), as amended from time to time. Please contact the Company's General Counsel with any questions you may have about insider trading laws.

#### V. [Reporting, Accountability and Enforcement](#)

The Company promotes ethical behavior at all times and encourages Covered Parties to talk to supervisors, managers and other appropriate personnel, including the officers, outside counsel for the Company and the Board or the relevant committee thereof, when in doubt about the best course of action in a particular situation.

Covered Parties should promptly report suspected violations of laws, rules, regulations, or this Code of Business Conduct and Ethics to appropriate personnel, including officers, outside counsel for the Company and the Board or the relevant committee thereof. Reports may be made anonymously. If requested, confidentiality will be maintained, subject to applicable law, regulations, business need and legal proceedings.

The Audit Committee of the Board or other appropriate officer or body shall investigate and determine, or shall designate appropriate persons to investigate and determine, the legitimacy of such reports. The Audit Committee or other appropriate officer or body will then determine the appropriate disciplinary action. Such disciplinary action includes, but is not limited to, reprimand, termination (with cause when an employee is subject to an employment agreement with a cause definition), and possible civil and criminal prosecution.

To encourage employees to report any and all violations, the Company will not tolerate retaliation for reports made in good faith. Retaliation or retribution against any Covered Party for a report made in good faith of any suspected violation of laws, rules, regulations or this Code is cause for appropriate disciplinary action.

## VI. Corporate Opportunities

All Covered Parties owe a duty to the Company to advance the legitimate interests of the Company when the opportunity to do so arises. Covered Parties are prohibited from directly or indirectly (a) taking personally for themselves opportunities that are discovered through the use of Company property, information or positions; (b) using Company property, information or positions for personal gain; or (c) competing with the Company for business opportunities; provided, however, if the Company's disinterested directors of the Board determine that the Company will not pursue an opportunity that relates to the Company's business, a Covered Party may do so, after notifying the disinterested directors of the Board of intended actions in order to avoid any appearance of conflict of interest.

## VII. Confidentiality

In carrying out the Company's business, Covered Parties may learn confidential and proprietary information about the Company, its customers, distributors, suppliers, or joint venture partners ("Confidential Information"). Confidential Information includes all non-public information relating to the Company, or other companies, that may be harmful to the relevant company or useful to competitors if disclosed. Covered Parties must: (i) not use Confidential Information other than in the performance of their duties for the Company; (ii) maintain the confidentiality of all Confidential Information so entrusted to them, except when disclosure is authorized or legally mandated; and (iii) safeguard Confidential Information by keeping it secure, limiting access to those who have a need to know in order to do their job, and avoiding discussion of Confidential Information in public areas such as planes, restaurants, and on mobile phones. In connection with these obligations, Covered Parties should not share, provide, reference or use any Confidential Information in responding to inquiries made by the press, analysts, investors, or others. These confidentiality obligations continue even after employment with the Company ends.

Any questions or concerns regarding whether disclosure of Confidential Information is legally mandated should be promptly referred to the General Counsel or Chief Financial Officer.

## VIII. Fair Dealing

Each Covered Party should endeavor to deal fairly with fellow employees and with the Company's customers, service providers, suppliers, and competitors. No Covered Party should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any unfair dealing practice.

Employees should maintain and protect any intellectual property licensed from licensors with the same care as they employ regarding Company-developed intellectual property. Employees should also handle nonpublic information of our customers, service providers and suppliers responsibly and in accordance with our Confidentiality Agreements and the Confidentiality section of this Code.

The Company deals fairly and honestly with its vendors. This means that our relationships with vendors are based on price, quality, service, and reputation, among

other factors. Employees dealing with vendors should be objective in such dealings. Specifically, no employee should accept or solicit any personal benefit from a vendor or potential vendor that might compromise, or appear to compromise, his, her or their objective assessment of the vendor's products and prices. Employees can give or accept promotional items of nominal value or moderately scaled entertainment within the limits of responsible and customary business practice.

The Company is committed to free and open competition in the marketplace. Employees should avoid actions that would be contrary to laws governing competitive practices in the marketplace, including federal and state antitrust laws. Such actions include, but are not limited to, misappropriation and/or misuse of a competitor's confidential information or making false statements about the competitor's business or business practices.

#### IX. Protection and Proper Use of Company Assets

All Covered Parties should protect the Company's assets and ensure their efficient use. Theft, carelessness, and waste have a direct impact on the Company's profitability. All Company assets should be used only for legitimate business purposes. The obligation of employees to protect the Company's assets includes an obligation to protect its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, salary information and any unpublished financial data and reports.

#### X. Waivers

Any waiver of Avidity's Code of Business Conduct and Ethics for our directors or executive officers may be made only by our Board of Directors and will be disclosed to the public as required by law or the rules of Nasdaq or the SEC, as applicable. Waivers of this Code for other employees may be made only by our General Counsel or Chief Financial Officer and will be reported to our Audit Committee.

#### XI. Accuracy of Business Records

All financial books, records and accounts must accurately reflect transactions and events, and conform both to generally accepted accounting principles (GAAP) and to the Company's system of internal controls. No entry may be made that intentionally hides or disguises the true nature of any transaction. Covered Parties should therefore attempt to be as clear, concise, truthful, and accurate as possible when recording any information.

#### XII. Gifts and Favors

The purpose of business gifts and entertainment in a commercial setting is to create goodwill and sound working relationships, not to gain unfair advantage with customers. Covered Parties must act in a fair and impartial manner in all business dealings. Gifts and entertainment should further the business interests of the Company and not be construed as potentially influencing business judgment or creating an obligation.



Gifts must not be lavish or in excess of the generally accepted business practices of one's country and industry. Gifts of cash or cash equivalents are never permitted. Requesting or soliciting personal gifts, favors, entertainment, or services is unacceptable. Every effort should be made to refuse or return a gift that is beyond these permissible guidelines. If it is inappropriate or impossible to refuse or to return a gift, promptly report the gift to your supervisor, the General Counsel or Chief Financial Officer. The General Counsel or Chief Financial Officer may require you to donate the gift to an appropriate community organization. If it is questionable about whether or not it is appropriate to accept a gift or something else of material value, employees are to contact their supervisor, the General Counsel or Chief Financial Officer for additional guidance.

The FCPA prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country. In addition, the promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate Company policy but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules.

### XIII. Antitrust Laws and Competition

The purpose of antitrust laws is to preserve fair and open competition and a free market economy, which are goals that the Company fully supports. Covered Parties must not directly or indirectly enter into any formal or informal agreement with competitors that fixes or controls prices, divides or allocates markets, limits the production or sale of products, boycotts certain suppliers or customers, eliminates competition or otherwise unreasonably restrains trade.

Violations of antitrust laws may result in severe penalties against the Company and its employees, including potentially substantial fines and criminal sanctions. All employees and directors are expected to maintain basic familiarity with the antitrust principles applicable to their activities, and should consult their supervisor, the General Counsel or Chief Financial Officer with any questions concerning compliance with these laws.

Employees should exercise caution in meetings with competitors. Any meeting with a competitor may give rise to the appearance of impropriety. As a result, if there is a specific, business-related reason for such a meeting, individuals are to obtain the prior approval of an executive officer of the Company. Such meetings are to be closely monitored and held in a controlled environment for a limited period of time. An agenda must be created and circulated in advance of any such meetings, and the contents of these meetings should be fully documented.

### XIV. Political Contributions

Covered Parties may participate in the political process as individuals on their own time. However, Covered Parties must make every effort to ensure that they do not create the impression that they speak or act on behalf of the Company with respect to political matters. Company contributions to any political candidate or party or to any other organization that might use the contributions for a political candidate or party are

prohibited. A Covered Party may not receive any reimbursement from corporate funds for a personal political contribution.

#### XV. Discrimination and Harassment

The Company is an equal opportunity employer and will not tolerate illegal discrimination or harassment of any kind. The Company is committed to providing a workplace free of discrimination and harassment based on race, color, religion, age, gender, national origin, ancestry, sexual orientation, disability, veteran status, and any other basis prohibited by applicable law. Examples of prohibited discriminatory or harassing conduct include a termination based on someone's age, derogatory comments based on someone's religion, and unwelcome sexual advances. Similarly, offensive or hostile working conditions created by such harassment or discrimination will not be tolerated. Reference The Anti-Discrimination, Anti-Harassment, Anti-Retaliation, Accommodation and Internal Complaint Procedure Policy linked [here](#) and set forth below for more information.

#### XVI. Environmental Protection

The Company is committed to managing and operating its assets in a manner that is protective of human health and safety as well as the environment. It is our policy to comply with both the letter and the spirit of the applicable health, safety and environmental laws and regulations and to attempt to develop a cooperative attitude with government inspection and enforcement officials. Covered Parties are encouraged to report, to their supervisor or HR, conditions that they perceive to be unsafe, unhealthy, or hazardous to the environment.

#### XVII. Personal Conduct and Social Media Policy

Covered Parties should take care when presenting themselves in public settings, as well as online and in web-based forums or networking sites. Each Covered Party is encouraged to conduct himself or herself in a responsible, respectful, and honest manner at all times. The Company understands that Covered Parties may wish to create and maintain a personal presence online using various forms of social media. However, in so doing Covered Parties should include a disclaimer that the views expressed therein do not necessarily reflect the views of the Company. Covered Parties should be aware that that even after a posting is deleted, certain technology may still make that content available to readers.

Covered Parties are prohibited from using or disclosing confidential, proprietary, sensitive or trade secret information of the Company, its partners, vendors, consultants or other third parties with which the Company does business. Harassment of other directors, officers or employees in person or electronically will also not be tolerated. A Covered Party may not provide or post any content to Company social media sites that may be construed as political lobbying or solicitation of contributions or use the sites to link to any sites sponsored by or endorsing political candidates or parties, or to discuss political campaigns, political issues or positions on any legislation or law. You are required to read carefully and observe our Social Media Policy linked [here](#) and set forth below, as amended from time to time.



## **XVIII. No Rights Created**

Avidity's Code of Business Conduct and Ethics is a statement of certain fundamental principles, policies and procedures that govern the Company's Covered Parties in the conduct of the Company's business. It is not intended to and does not create any rights in any employee, customer, client, visitor, supplier, competitor, shareholder or any other person or entity. It is the Company's belief that the policy is robust and covers most foreseeable situations, but employees should reach out to their supervisor or HR with any questions.

### **2.10 INVENTION ASSIGNMENT AND CONFIDENTIAL INFORMATION**

The Company's success is dependent on innovation and protection of our inventions. Procedures regarding this protection are specified in the Employee Invention Assignment and Confidentiality Agreement that all employees are required to sign as a condition of employment. In the course of your employment with the Company, you will have access to Confidential Information regarding the Company, which may include its business strategy, future plans, financial information, trade secrets, contracts, suppliers, customers, or other information that we consider proprietary and confidential. Maintaining the confidentiality of this information is vital to our competitive position in the industry and to our ability to achieve financial success and stability. You must protect this information by safeguarding it, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it.

In the case of external presentations, publications or posters, all employees are required to have materials reviewed by Avidity's Publications Committee before using or publishing them. Contact the General Counsel for specific details about this review process.

This duty of confidentiality applies during and even after your employment with the Company. If you are unsure of whether or not something is confidential, consult with your supervisor, Legal, HR or a member of SLT.

### **2.15 EMPLOYMENT AUTHORIZATION VERIFICATION**

To comply with the Immigration Reform and Control Act of 1986, we can only employ individuals in the United States who are authorized to work in the United States. As a condition of employment in the United States, you will be required to provide documents verifying your identity and your eligibility to work in the United States within three days of employment.

### **2.20 EMPLOYEE CLASSIFICATIONS**

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees must comply with minimum wage and overtime pay under the specific provisions of federal and state laws; exempt employees are exempt from minimum wage and overtime requirements from specific provisions of federal and state wage and hour laws. An employee's exempt or non-exempt classification may be changed only upon written notification by HR.

In addition to the above categories, each employee will belong to one of the following employment categories:

	<b>Full-Time</b>	<b>Part-Time</b>
<b>Regular</b>	Regular, full-time employees are those who are not in a temporary status and who are regularly scheduled to work at least thirty (30) hours per week. Generally, they are eligible for the company's benefits package, subject to the terms, conditions, and limitations of each benefits program.	Regular, part-time employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than thirty (30) hours per week. They receive all legally mandated benefits (such as Social Security, workers' compensation insurance and paid sick leave). Certain benefits may be offered at a pro-rata basis.
<b>Temporary</b>	Temporary, full-time employees are those who are hired as interim replacements or for a defined period of time and scheduled to work at least thirty (30) hours per week. The purpose of this role is to temporarily supplement the workforce or to assist in the completion of a specific project. Temporary employment beyond any initially stated period does not in any way imply a change in employment status. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance, Social Security, and paid sick leave), they are ineligible for all other benefit programs.	Temporary, part-time employees are those scheduled to work less than thirty (30) hours per week. These employees are hired as interim replacements or for a defined period of time. The purpose of this role is to temporarily supplement the workforce or to assist in the completion of a specific project. Temporary employment beyond any initially stated period does not in any way imply a change in employment status. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance, Social Security, and paid sick leave), they are ineligible for all other benefit programs.

## 2.25 REFERENCE POLICY

Any and all inquiries received by the Company regarding a present or former employee are to be referred to HR. In response to such inquiries, HR will provide only the former or present employee's dates of employment and position(s) held with the Company. Compensation information may also be verified if written authorization is provided by the employee and such disclosure is permitted by applicable law—typically requested for financial pre-qualification for a loan, for example.

## 2.30 LEAVING THE COMPANY

Termination of employment occurs within any organization, and many of the reasons for termination are routine. Resignation is a voluntary act initiated by the employee to terminate employment with Avidity. The Company encourages you to discuss any reasons you have for resigning with your supervisor prior to submitting a resignation in writing. Employees are requested to provide two-weeks' advance notice of any resignation.

Exit interviews are normally scheduled for outgoing employees on their last day of work. The purposes of this interview are to review the employee's benefit status, to ensure that all necessary forms are completed, to collect all Company property that may be in the employee's possession (e.g., keys, lab books, etc.), to arrange for repayment of outstanding debts to the Company, and to provide the employee with an opportunity to discuss their experiences at the Company.

As noted in the Paydays, Bonus Eligibility & Paycheck Deductions policy, you must be in active employment status at the time of a discretionary bonus payment to be eligible to receive the award.

Upon separation from the Company or upon our request, you are required to return all Company equipment, property, confidential information, Third Party Data and work product including anything you created or worked on for the Company while working for the Company. Such material belongs solely to Avidity and you cannot remove, retain or use such information without Avidity's express written permission. Final pay, including any accrued but unused vacation hours, will be paid in accordance with applicable law.

## Section III—Pay, Breaks and Timekeeping

This Pay, Breaks and Timekeeping section outlines the Company's general pay, meal period, rest break and timekeeping practices. The Company complies with all applicable federal, state, and local laws governing payment of wages, meal periods, rest breaks, and hours of work. If you have a particular question or concern about your work hours or whether you are being paid correctly, please notify your supervisor or HR of your concern in accordance with our Open Door Policy, refer [here](#).

### **3.05 HOURS OF WORK AND TIMEKEEPING**

Your individual work schedule will be determined by your supervisor based on the nature of your work and the times at which you are needed.

Exempt employees are expected to be available to work as needed to perform their assigned duties timely and effectively, and to be available during regular business hours to communicate and work with their supervisors, co-workers and subordinate employees. Exempt employees are expected to report hours worked in relation to project time or as requested.

Non-exempt employees are expected to work their regularly scheduled hours and are required to accurately record and report their hours of work. It is very important that non-exempt employees report all hours worked.

### **3.10 OVERTIME**

If you are a non-exempt employee, you may be required or you may volunteer to work outside of your regular hours. Before a non-exempt employee works any hours outside of their regular hours, they must obtain prior approval from their immediate supervisor, or in their absence, the prior approval of a member of management with responsibility over the employee's function. Working unapproved time may result in disciplinary action.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws and regulations. In California, for example, non-exempt employees will be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 8 hours per workday, up to 12, or in excess of 40 hours in a workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Non-exempt employees in California will be paid two times their regular hourly rate of pay for all hours worked in excess of 12 hours in a workday and in excess of 8 hours on the seventh consecutive workday in a workweek.

For the purposes of this policy, a work week is defined as Monday at 12:00 a.m. through Sunday at 11:59 p.m., unless otherwise arranged in writing.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

Time off taken for holidays, vacation, jury duty, bereavement or other leaves of absence will not be considered hours worked for calculating overtime.

### **3.15 MEAL AND REST PERIODS, DAY OF REST**

#### ***Meal Periods and Rest Breaks (For Non-California Employees)***

The Company will provide employees with meal periods and rest breaks in accordance with applicable law. If an employee works in a state where there are no applicable meal period or rest break requirements, the Company will provide meal periods and rest breaks as appropriate, subject to operational needs and supervisor discretion.

#### ***Meal Periods (California Non-Exempt Employees)***

Non-exempt employees in California will be provided unpaid meal periods if they work periods of time or shifts of at least 5 hours, and, if they work at least ten (10) hours, they are entitled to a second meal period. Non-exempt employees are required to record the time meal periods begin and end. The time and length of meal periods should be coordinated with the supervisor. Meal periods for all employees should be taken during the first five hours of work, and the second meal periods (if applicable) should be taken during the first ten (10) hours of work. Please refer to the following chart to determine your number of thirty (30) minute meal periods:

<b>Hours Worked</b>	<b>Meal Periods</b>
Less than 5	0
At least 5, but less than 10	1
10 or more	2

Meal periods must be uninterrupted and a minimum of 30 minutes, and except as otherwise agreed by the employee and permitted by applicable law, they will be relieved of work duties during meal periods. If for any reason a non-exempt employee works during some or all of the meal period, the time worked should be recorded as time worked and will be paid.

If a non-exempt employee works a shift of not more than six (6) hours, they may waive their right to their first meal period as long as they do so in writing and with the approval of their supervisor. If a non-exempt employee works ten (10) or more hours in a shift, but not more than twelve (12) hours, they may waive their second meal period in the same fashion, provided that they took their first meal period.

Any non-exempt employee who is required to work through some or all of a 30-minute meal period, or who is required to take a late meal period (i.e., is required to begin the first meal period after the end of the fifth hour of work or is required to begin a second meal period after the end of the tenth hour of work), must complete a California Meal Period and Rest Break Premium Request Form and submit it to his/her supervisor no later than the end of the pay period. Please request this Form from HR. Otherwise, the Company will assume that any non-exempt employee who fails to record a meal period,

records a less-than-30-minute meal period, or takes and records a late meal period, did so voluntarily.

Any questions or concerns regarding this policy should contact HR.

### ***Rest Breaks (California Non-Exempt Employees)***

All non-exempt employees in California who work at least 3.5 hours are provided with and required to take rest breaks of ten minutes (normally in the middle of each work period) for every four hours worked or major fraction thereof. Please refer to the following chart to determine your number of breaks per shift:

Hours Worked	Breaks
Less than 3.5	0
At least 3.5, but less than 6	1
6, but less than 10	2
10, but less than 14	3

These breaks must be taken on a regular basis and are paid. If you are not permitted to take rest breaks by your supervisor or are unable to take your breaks for some reason, you should notify HR. Whenever practicable, non-exempt employees should take their rest breaks near the middle of each four-hour work period. Non-exempt employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.

Because rest breaks are paid, non-exempt employees should not record for them. Any non-exempt employee who is not permitted to take a rest break pursuant to the terms of this Policy must complete a California Meal Period and Rest Break Premium Request Form and submit it to his/her supervisor by the end of the pay period. Please request this Form from HR. Otherwise, the Company will assume the employee either took his/her rest break or voluntarily decided to waive it.

### ***Day of Rest***

The Company will provide employees with days of rest in accordance with applicable law.

In California, for example, in each workweek, the Company will provide employees with at least one day of rest for every seven days within the workweek unless their total hours worked are 30 hours or less in the workweek and six hours or fewer every day of the workweek. If the nature of the employee's work reasonably requires that the employee work seven or more consecutive days, the day of rest requirement may be met by providing an average of one day's rest for every seven days on a monthly basis (e.g., at least four days of rest per calendar month). An employee in California may also independently and voluntarily choose and confirm in writing not to take a day of rest. Day of Rest Confirmation Forms are available from HR. This policy does not apply in cases of emergency or to work performed in the protection of life or property from loss or destruction.

The Company will reasonably accommodate the employee's observance of a Sabbath or other religious holy day, unless doing so would result in undue hardship to the operations of Company business.

### ***Lactation Accommodation***

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with applicable law. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time beyond regularly scheduled breaks are required, employees should work with their supervisor regarding scheduling and reporting the extra break time.

The Company will provide employees with the use of a room or a private area that is shielded from view and free from intrusion from co-workers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk, other than a restroom. Lactation is considered a pregnancy-related condition under California law and other state laws.

Employees should discuss with HR the location for storage of expressed milk. In addition, employees should contact HR during their pregnancy or before their return to work to identify the need for a lactation area. If the Company cannot provide break time or a location that complies with the above, the Company will provide the employee with a written response.

The Company will not retaliate against employees for requesting or obtaining an accommodation in accordance with this policy or under applicable law. If an employee feels the Company is not providing them with adequate accommodation, the employee should notify the Company pursuant to the Internal Complaint Procedure below. Employees in California who feel their lactation accommodation rights have been violated have a right to file a complaint with the California Labor Commissioner.

### ***Responsibilities***

Non-exempt employees are expected to take their meal periods and rest breaks in accordance with the applicable guidelines set forth in this Policy. Supervisors are expected to make meal periods and rest breaks available to employees in accordance with this Policy.

Any employee or supervisor who fails to observe the Company's meal period and rest break policies will be subject to disciplinary action.

## **3.20 TIME RECORDS**

Federal and state laws require the Company to keep an accurate record of time worked and meal periods taken to calculate non-exempt employee pay and benefits. All non-exempt employees are required to account for their time spent during working hours. Avidity uses [the AlphaStaff portal](#) as a time tracking portal where non-exempt employees must record the start of the workday, meal periods, end of the workday and time-off, including for vacation or sick time. Exempt employees are required to record time-off taken such as vacation or sick time. Falsifying any time record is prohibited. An employee found to have falsified their own time record, or the record of another employee will be subject to disciplinary action.



## Section IV—Standards of Conduct

The Standards of Conduct section of this Handbook discusses the responsibilities of being a member of the Avidity Team. Appropriate conduct and guiding principles, particularly the embodiment of the Be AVID values, are important to our culture and ultimately our ability to meet the needs of our patients. As such, this section talks about expectations for how we work with one another and examples of standards of conduct.

### 4.05 RESPECTFUL INTERACTIONS AND STANDARDS OF CONDUCT

Respectful interactions include behavior that is consistent with our Be Avid Values. Examples include performing with a sense of urgency, and a growth mindset, continuously improving and incorporating new ideas, being accountable, learning from missteps, collaborating with aligned objectives, celebrating accomplishments, appreciating one other, and treating others with dignity and professionalism. The expectation at Avidity is that work is performed in alignment with these values and according to the standards of conduct. Link to Our Values: Be Avid for additional examples of [Agile-Visionary-Integrated-Diverse](#).

The following are examples of standards of conduct that are not acceptable and are counter to the expectations for the work environment and performance. Behavior described below are examples that may result in disciplinary action, up to and including termination:

- Behaving in contrast to our Be AVID values
- Deliberate or consistent violation of, or negligence of, regulatory compliance standards and Avidity's standard operating procedures and policies.
- Violation of Company rules and procedures, including but not limited to the Company's policies concerning drugs and alcohol, equal employment opportunity, and sexual harassment
- Theft or misuse of Company or personal property
- Creating a disturbance, fighting, harassment of others or disorderly conduct
- Abusive-language
- Insubordination
- Working for a competitor or releasing proprietary and confidential information
- Smoking or vaping on the premises except in any areas designated as smoking sections
- Falsifying or altering any Company documentation or records
- Violation of safety rules or procedures or possession of firearms, weapons, or any other dangerous devices on Company premises
- Unacceptable or unsatisfactory job performance
- Excessive tardiness, absence, or unapproved absences
- Failure to cooperate with, and respect for, a supervisor, fellow employee, or others

This list is meant to provide examples of types of unacceptable conduct. It is not intended to be an exhaustive list, and there are other forms of behavior that will be considered to be subject to discipline. Nothing in this list (or in this Employee Handbook) is meant to infringe upon an employee's protected activity under Section 7 of the National Labor Relations Act. Employees should be guided by common sense in all their activities.

#### **4.10 ANTI-HARASSMENT, ANTI-DISCRIMINATION, ANTI-RETALIATION, ACCOMMODATION AND INTERNAL COMPLAINT PROCEDURE**

Avidity is committed to providing a work environment that is free of unlawful harassment based on protected characteristics. As outlined by the Anti-Harassment, Anti-Discrimination, Anti-Retaliation Accommodation and Internal Complaint Procedures (the "Harassment Awareness Policy"), the Company maintains a strict policy prohibiting harassment against employees, applicants for employment, and individuals providing services in the workplace pursuant to a contract, including sexual harassment and harassment based on any legally-recognized basis, including their actual or perceived race, traits historically associated with race (including hair texture and protective hairstyles such as braids, locks and twists), color, religion (including religious dress and grooming practices), religious creed, national origin, ancestry, ethnicity, primary language, political activity or affiliation, gender, sex (including sex stereotyping, pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender to which they identify), age (40 or over), medical condition (including cancer and AIDS/HIV), sexual orientation, reproductive health decision making, marital status (including registered domestic partnership status), citizenship, physical or mental disability (including requesting accommodation of a disability), genetic information, history of military service, military and veteran status, Civil Air Patrol status, immigration status, family leave or caregiver status, a person's use of cannabis off the job and away from the workplace or any other characteristic protected by federal, state or local law ("Protected Characteristics").

The Company also prohibits discrimination against any applicant or employee based on any actual or perceived Protected Characteristic.

For purposes of this policy, discrimination and harassment on the basis of "national origin" also includes discrimination and harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination and harassment based upon an individual's or individual's ancestors' actual or perceived: physical, cultural or linguistic characteristics associated with a national origin group (including ethnic groups, geographic places of origin, and countries that are not presently in existence); marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant's immigration status will not be

considered for any employment purpose except as necessary to comply with federal, state or local law.

The Company prohibits sexual harassment and harassment based on any actual or perceived Protected Characteristics by or against any employee or other persons involved in Company operations, including nonsupervisory employees, supervisors, managers, temporary workers, agents, clients, vendors, customers and any other third party interacting with the Company. This policy applies when individuals are on the Company's premises, offsite at a Company-sanctioned event, and anytime when interacting with an employee or a non-employee involved in the Company's operations.

### ***Sexual Harassment Defined***

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such advances, requests or conduct is made a term or condition of employment; or
- Submission to, or rejection of, such advances, requests or conduct is used as a basis for employment decisions affecting the individual; or
- Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment in violation of this policy:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable.

### ***Other Types of Harassment***

Harassment on the basis of any actual or perceived Protected Characteristic is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. Harassing conduct in violation of this policy includes:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's actual or perceived Protected Characteristic;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on a Protected Characteristic; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's actual or perceived Protected Characteristic.

### ***Abusive Conduct Prevention***

It is expected that persons in the workplace perform their jobs productively as assigned, and in a manner that meets all supervisory expectations and during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any Protected Characteristic. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

### ***Reasonable Accommodations***

The Company is committed to providing reasonable accommodations to enable qualified individuals with disabilities or handicaps to apply for a position and perform the essential functions of their jobs, in accordance with applicable law. Depending on the circumstances, reasonable accommodations may include modifying the work environment, making facilities accessible, restructuring a job, adjusting work schedules, granting leave, or other measures.

The Company is also committed to providing reasonable accommodations for the observances, practices and beliefs of an employee's religion or creed that conflict with normal job requirements, in accordance with applicable law.

The Company is further committed to providing reasonable accommodations to any applicant or employee, regardless of length of service, for pregnancy, childbirth, and any condition related to the employee's pregnancy or childbirth that would enable the applicant or employee to perform the essential functions of their job, in accordance with applicable law. A reasonable accommodation may include, for example, more frequent or longer paid or unpaid breaks, time off to attend to a pregnancy complication or recover from childbirth, modification of equipment or seating, temporary transfer to a less strenuous or hazardous position, job restructuring, light duty, a private non-bathroom space for expressing breast milk, assistance with manual labor, or a modified work schedule. The Company is also committed to treating individuals affected by pregnancy, childbirth or related medical conditions the same for employment-related purposes as those not so affected but similar in their ability or inability to work.

Any employee who believes they need an accommodation for disability, handicap, religion, creed, pregnancy, childbirth, or a condition related to pregnancy or childbirth is responsible for bringing the matter to the attention of HR. If an employee is permitted time off work as an accommodation, such time off shall run concurrently with any other time off the employee may be entitled to by law, to the extent permitted by law.

Employees seeking an accommodation under this policy may need to provide medical documentation upon request, in accordance with applicable law.

### ***Protection Against Retaliation***

Retaliation is prohibited against any person by another employee or by the Company for engaging in protected activity, including using the Company's Internal Complaint Procedure, requesting an accommodation, reporting a good faith belief of prohibited discrimination, harassment or retaliation or filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency or the Company. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

### ***Internal Complaint Procedure***

Any employee who believes that they have been harassed, discriminated against, denied an accommodation, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with the Company in violation of this policy, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, any member of management, or Human Resources.

Employees may make a complaint to any supervisor or manager. Supervisors and managers who receive complaints of alleged violations of this policy must immediately report such complaints to HR. When a report is received by HR, HR or its designee will conduct a fair, timely, thorough, and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of alleged harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical to the complaining party. If the Company determines that this Harassment Awareness Policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

In addition, the federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) and other applicable state and local agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information on how to file charges with the EEOC or the CRD may be located by visiting the agency website at [www.eeoc.gov](http://www.eeoc.gov) or [www.cacivilrights.ca.gov](http://www.cacivilrights.ca.gov).

#### **4.15 PERSONNEL RECORDS**

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from the Company premises. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so.

You may contact HR to request a time to review your payroll records and/or personnel file. Employees will be permitted to review their own personnel files in accordance with applicable laws.

#### **4.20 ATTENDANCE**

Punctuality, as well as regular and reliable attendance, are essential to the successful operation of the Company's business. If you are unable to report to work (or to report to work on time) for any reason, you must notify your supervisor as soon as reasonably possible. The Company expects you also to communicate daily with your supervisor while off work unless the time off was approved in advance. In the event you do not communicate with your supervisor or report for work for three (3) consecutive workdays, you will be deemed to have voluntarily resigned from your employment with the Company and will be removed from the payroll. If you are absent because of an illness and/or injury for three (3) or more successive days, you may be requested to submit written documentation from your doctor stating you are able to resume normal work duties before you will be allowed to return to work. Excessive absenteeism or tardiness will subject you to disciplinary action.

Employees are responsible for appropriately and accurately documenting any time off in Kronos, our time tracking portal.

#### **4.25 DRESS STANDARDS**

Employees should use good taste in choosing appropriate clothing for work and adhere to a business casual dress code. The guidelines are to dress and groom neatly and in a manner consistent with the nature of work being performed. Certain areas or departments may have special dress requirements for safety purposes. In laboratory areas, open-toed shoes and bare legs (shorts and skirts) are prohibited and lab coats should be worn at all times. Some individuals may have sensitivity or allergic reactions

to perfumes, colognes, powders, and lotions. If you use these items, please use them in moderation and with consideration for those around you.

#### **4.30 SAFETY**

Establishment and maintenance of a safe work environment is the shared responsibility of Avidity and all employees of the Company. Avidity works regularly to provide a safe environment and comply with federal, state and local safety regulations. Employees are expected to comply with Company protocols, which are prepared based upon Cal/OSHA guidance, and safety rules, and to exercise caution in all their work activities. You should report any unsafe or noncompliant conditions/behaviors to your supervisor and/or the Safety Officer as soon as possible. Not only supervisors, but also employees at all levels of the organization are expected to correct unsafe or noncompliant conditions/behaviors as promptly as possible.

All accidents that result in injury must be reported, regardless of how insignificant the injury may appear to your supervisor and/or the Safety Officer, as soon as possible. Such reports are necessary to first ensure the employee receives proper care, but also prevent any future occurrence.

Due to Avidity's lab environment, Company facilities are not designed to accommodate children. To provide for a safe working environment, children are not allowed in laboratories, except when participating in an approved and supervised activity or tour and pets are not allowed in the facility.

To assist in the effort to provide the safest possible work environment for employees, customers and visitors, Avidity has a Safety Committee and Safety Officer (refer to BaseCamp for the Injury and Illness Prevention Program). In addition, in the interest of the safety of our employee and other drivers, Company employees are to refrain from handling cell phones while driving on Company business and/or Company time.

#### **COVID-19 Protocols**

Refer to the Covid Prevention Program and Injury and Illness Prevention Program and information published for the most updated protocols to reduce the risk of exposure at the Company.

#### **4.35 WORKPLACE VIOLENCE PREVENTION PLAN AND POLICY**

The Company is committed to providing a workplace that is free from acts or threats of violence. In keeping with this commitment, the Company prohibits any employee from threatening to or committing any act of violence in the workplace, while on duty, while on Company-related business, or while operating any vehicle or equipment owned or leased by the Company. In addition, the Company has adopted a Workplace Violence Prevention Plan which is located [here]. This Plan and policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, the Company must enlist each employee's support. Compliance with this policy and assisting the Company in maintaining a workplace free from violence is every employee's responsibility. A violation of the policy's terms by engaging in or contributing to violent behavior or by threatening others with violence will lead to disciplinary action, up to and including immediate termination and possibly criminal prosecution.

If you become aware of an imminent act of violence or threat of violence, immediately call 911 and then notify your supervisor, HR, the confidential hotline or any member of Senior Management. Employees should also immediately inform their supervisor about any workplace security hazards. If a supervisor is not readily available, you should immediately inform HR or any member of Senior Management so that appropriate action can be taken.

Retaliation against employees for bringing a complaint in good faith under the Workplace Violence Prevention Plan or for honestly assisting in investigating such a complaint is prohibited, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven; however, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

#### **4.40 SUBSTANCE USE AND ABUSE**

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, we maintain a drug and alcohol-free workplace policy.

Consequently, no employee may consume, use, possess or be under the influence of alcohol or marijuana, or use, possess, sell, purchase, be under the influence of, or transfer illegal drugs at any time while on the Company's premises, while performing work for the Company, while using Company vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in their bodily system. The only exception to these rules is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts.

Any violation of this policy will result in disciplinary action. The Company may conduct employee drug and alcohol testing where the Company has a reasonable suspicion that an employee may be under the influence of alcohol, marijuana or illegal drugs in violation of this policy. The results of the drug or alcohol test may provide the basis for disciplinary action.

Employees are expected to cooperate with the Company's investigation of possible violations of this substance abuse policy. As part of this cooperation, employees must report to their supervisor or HR, or other management personnel, any known or suspected violations of this policy. An employee's refusal to cooperate with an investigation conducted under this policy will result in disciplinary action.



Any employee who feels they have a problem or have developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs.

Refer [here](#) to the EAP flyer.

#### **4.45 PERSONAL BELONGINGS**

Desks, cabinets and shelves are made available for the convenience of employees while at work. Employees should remember that all desks, lockers, cabinets, and shelves remain the sole property of the Company. The Company reserves the right, at all times and without prior notice, to inspect and search all Company property for the purpose of determining whether this policy or any other policy of Avidity has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such an inspection can occur at any time, with or without advance notice, consent, or presence of the employee. An inspection may be conducted before, during, or after working hours by a supervisor, manager, HR, or security personnel designated by the Company.

Prohibited materials, including weapons, explosives, and non-prescribed drugs, may not be brought onto the Company premises.

#### **4.50 INFORMATION TECHNOLOGY TOOLS AND SYSTEMS**

The Company provides its employees with a variety of communication tools and equipment to accomplish Company work quickly and efficiently. Computers, laptops, mobile devices, server email system, Internet access, voicemail, Microsoft Office programs, among many others, are all considered technology tools (referred to herein as “Technology Tools”). The following policy applies to all Technology Tools and communications that are: (1) accessed on or from Company premises; (2) accessed using any Company Technology Tool (including Company Technology Tools provided to an employee for use during employment), or via Company-paid access methods; and/or (3) used in a manner which identifies the individual with the Company.

As a global company with clinical trial operations, the Company follows all applicable laws, regulations and guidelines when managing information and data, including but not limited to ICH (International Council of Harmonisation) and GCP (Good Clinical Practice) guidelines, as well as the governing regulations of GDPR (General Data Protection Regulation).

The Company’s Technology Tools should be for professional, business reasons and generally should not be for personal use. However, the Company recognizes that some personal use of Company property cannot be avoided, as in the case of family, personal, or medical emergencies. All such personal use of Company Technology Tools should be kept to a minimum and must not interfere with work performance. Any information transmitted and/or stored on a Company Technology Tool, even if personal in nature, is subject to inspection, monitoring and review by the Company at its

discretion. In every case, business or personal, all communications transmitted using, all use of, and all access to any Company Technology Tool should be ethical and lawful.

The Company strives to maintain a workplace that is free of harassment and is sensitive to the diversity of its employees. Therefore, we prohibit the use of Company Technology Tools, including computers, telephones, the e-mail system, and the voicemail system, in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons using any Company Technology Tools is not allowed. Other such misuse includes, but are not limited to, the display or transmission of ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others using Company Technology Tools. E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Employees who are authorized to work with Confidential Information of the Company on the Company's computers or otherwise must keep such information confidential. Employees who inadvertently gain access to Company Confidential Information they are not authorized to work with must immediately exit from the document or program and keep such information confidential.

All Company Technology Tools and the data stored on them are and remain at all times the property of the Company. Employees should be aware that, even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message transmitted using Company Technology Tools cannot be ensured to anyone. The Company reserves the right to monitor, search and review its equipment and work performed or transmitted with Company Technology Tools at any time, with or without advanced notice from the Company.

The Company reserves the right to utilize software or other measures to block employee access to improper or unauthorized web sites on Company Technology Tools. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Use of Company Technology Tools for illegal activities or acts that violate any laws, regulations, or Company rules and procedures is prohibited.

Employees are expected to adhere to all safety and legal requirements regarding cell phone usage while driving. Employees should stop driving whenever possible or use a hands-free device whenever it is necessary to make or answer a phone call while operating a motor vehicle. Performing any text-based communication including reading or writing any texts or emails while driving is prohibited by law.

You should notify your immediate supervisor, HR, or any member of the SLT upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action. The Company also reserves the right to advise appropriate legal officials of any illegal violations. The Company will not construe or apply this Information Technology Tools and Systems Policy in a manner that improperly interferes with or limits employees' rights under the National Labor Relations Act.

Employees must comply with Company requests to make their Company-issued Technology Tools available for any reason, including upgrades, replacement, or inspection. Upon termination of employment, employees must return their Company-issued Technology Tools in good working order.

#### **4.51 BRING YOUR OWN DEVICE (BYOD)**

The Company encourages and recommends using company-issued laptops and computers for all work-related use as security and back-up technology are provided. The Company has also established guidelines for employees to use personally owned electronic devices used for work-related purposes. Personal electronic devices include personally owned smartphones, tablets, laptops and computers. To ensure the security of Avidity Biosciences information, authorized employees are required to have anti-virus and firewall software installed on their personal laptops and computers.

Employees may not store company-related information on personal electronic devices. Employees may not use cloud-based apps or backup that allows company-related data to be transferred to unsecure parties. Due to security issues, personal devices may not be synchronized with other devices in employees' homes. Making any modifications to the device hardware or software beyond authorized and routine installation updates is prohibited unless approved by IT. Employees may not use unsecure Internet sites. While at work, employees are expected to exercise the same discretion in using their personal devices as is expected for the use of company devices outlined in the Information Technology Tools and Systems policy. Avidity Biosciences policies pertaining to harassment, discrimination, retaliation, trade secrets, confidential information, safety, ethics and respect apply to employee use of personal devices for work-related activities.

No employee using their personal device should expect any privacy except that which is governed by law. Avidity Biosciences has the right, at any time, to monitor and preserve any communications that use the Avidity Biosciences' networks in any way, including data, voice mail, telephone logs, Internet use and network traffic, to determine proper use.

The Company reserves the right to review or retain personal and company-related data on personal devices or to release the data to government agencies or third parties during an investigation or litigation. The Company may review the activity and analyze use patterns and may choose to publicize these data to ensure that Avidity Biosciences' resources in these areas are being used according to this policy. Furthermore, no employee may knowingly disable any network software or system identified as a monitoring tool.

Employees are expected to protect personal devices used for work-related purposes from loss, damage or theft.

#### **4.52 INFORMATION SECURITY AND INCIDENT REPORTING**

Our work is reliant upon computing resources to collaborate and complete our work effectively. Cybersecurity and adherence to IT best practices is critical to protect our computing resources. Every employee and our partners are key to ensure that we follow our Information Security Policy and Security Incident Reporting Procedure. These policies and procedures are in place to best protect our files, our hardware, the network and our intellectual property from malware or other forms of electronic espionage. Reference the [Information Security Policy](#) and [Security Incident Reporting Procedures](#) posted to BaseCamp for responsibilities each employee has to protect computing resources and what to do in case of a suspected breach in electronic security.

#### **4.55 SOCIAL MEDIA**

Social media sites, such as Facebook, LinkedIn, Twitter, and Instagram, are commonplace in society today. This policy outlines an employee's acceptable use of social media as it relates to the Company. We encourage our employees to share information about career listings or corporate recognitions. Employees may create their own content, share posts or "like" a post related to company culture such as employee or corporate awards, community events, job opportunities, or disease awareness content. We also encourage employees to share content from Avidity's corporate social media channels. For posts about our investigational programs or data related to those programs, we ask that if you share, you share only without adding any additional content.

Examples of prohibited social media use include sharing confidential information, trade secrets, information on investigational therapies, clinical trials or a competitor's pharmaceutical products/investigational therapies; this prohibited activity includes liking, sharing, or posting links to third-party web pages that discuss Avidity Biosciences investigational therapies. Further explanation and examples of appropriate social media behavior may be found in the [Social Media Policy](#).

Nothing in this policy is meant to limit an employee's legal right to use their personal social media to speak about their political or religious views, lifestyle, and personal issues, working conditions, wages, or activities with others inside or outside the Company, or to unlawfully restrict other legal rights. When posting content on personal channels, employees should include a disclaimer that the views expressed therein do not necessarily reflect the views of the Company. This policy is not intended to interfere with any rights provided by the National Labor Relations Act (NLRA).

If you have questions about the propriety of any posting or other use of a Social Media Site, you should contact Corporate Communications/Investor Relations or HR. For a full version of Avidity's social media policy, please visit the corporate communications and investor relations Basecamp page.

#### **4.60 VISITORS IN THE WORKPLACE AND PET POLICY**

To provide for the safety and security of Avidity employees and facilities, only pre-approved and authorized visitors are allowed in the workplace, and they must adhere to

the sign in procedures. Restricting unauthorized visitors helps maintain safety standards of the visitor(s) and employees, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All employees are responsible for the conduct and safety of your visitors. To provide for a safe working environment, children, except when participating in an approved and supervised activity or tour, are not allowed in the laboratories and pets are not allowed in the facility. All visitors must enter the Company at the appropriate lobby, sign the Visitor Log and be escorted to their destination.

If an unauthorized individual on Avidity's premises, immediately notify HR and escort the individual to the lobby, if you can do so safely.

#### **4.65 BUSINESS TRAVEL**

It is the policy of the Company to reimburse employees for actual expenses incurred while traveling on company business. All expenses incurred while traveling on behalf of the Company are expected to be reasonable, prudent and in compliance with the Company's Travel and Expense Policy referred to [here](#).

## Section V—Benefits

### 5.05 GROUP HEALTH INSURANCE PLANS

Regular, active employees who are regularly scheduled to work thirty (30) or more hours per week are eligible to participate in Avidity's medical, dental and vision insurance plans in accordance with applicable laws. Eligible employees will be able to enroll in the Company's group benefit plans on the 1<sup>st</sup> of the month following date of hire. The Company's group health benefits currently include access to medical, dental and vision. Details of the insurance plans are described in the applicable summary plan descriptions—reference the Benefits Summary for a comprehensive list. Contact HR for more information regarding group health insurance benefits. The Company reserves the right to modify, amend, or eliminate any benefit program at any time in its sole discretion in accordance with applicable law.

### 5.10 STATE DISABILITY INSURANCE (SDI)

All employees in California contribute premiums to the California State Disability Insurance (SDI) program as required by law. SDI benefits may be available when a non-work-related illness, injury or pregnancy-related disability prevents an employee from working and they meet all the eligibility requirements. SDI benefits may be subject to a waiting period and are based on earnings in the base period as defined by the State and are not subject to federal and state taxes. To be considered eligible for SDI benefits, applications must be received by the State within a pre-defined timeframe from the first day you are disabled. SDI benefits may be integrated with Company-sponsored disability benefits and/or accrued vacation time, if available. See [www.edd.ca.gov](http://www.edd.ca.gov) for application forms and procedures. Contact HR for further information about SDI benefits or short-term disability benefits provided through our insurance programs.

### 5.15 PAID FAMILY LEAVE INSURANCE (CA)

The California paid family leave law provides up to eight weeks of supplemental wage replacement benefits in a 12-month period for eligible employees in California who take time off work to care for a seriously ill family member as defined under the California paid family leave law, to bond with a child during the first 12-months following the child's birth, adoption, or foster care placement with the employee, or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the Armed Forces of the United States ("Paid Family Leave Benefits").

This program is financed through a mandatory payroll tax as required by law. Additional information is available at [www.edd.ca.gov](http://www.edd.ca.gov). Eligibility for Paid Family Leave Benefits does not necessarily entitle employees to a leave of absence from the Company. An employee receiving Paid Family Leave Benefits from the state must still qualify for and request time off for a leave of absence. Consequently, employees who are not eligible for a leave of absence may not be able to take time off and collect Paid Family Leave Benefits.

## **5.20 WORKERS' COMPENSATION**

The Company provides Workers' Compensation insurance coverage for eligible benefits due to work-related injuries or illnesses in compliance with state workers' compensation laws. Benefits are paid in accordance with the insurance carrier's provisions and cover costs for medical care, temporary disability payment, permanent disability payment, supplemental job displacement and death benefits. If you are injured on the job, please contact your supervisor and HR immediately.

## **5.25 TERMINATION OF INSURANCE BENEFITS**

Upon termination of your employment with the Company, insurance benefits will terminate at the end of the month immediately following your last day of work.

## **5.30 CONTINUATION OF HEALTHCARE BENEFITS (COBRA)**

COBRA provides employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary typically pays the full cost of coverage at the Company's group rates plus an administration fee unless current State or Federal law dictates an employer premium subsidy. Employees will receive a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the individual's rights and obligations.

Under the law, the employee or a family member has a responsibility to notify the employer of either a divorce or legal separation or a child's loss of dependent status under the terms of the plan. You or your family member must enroll within sixty (60) days after the day you would lose coverage because of these events. If you fail to give notice during the 60-day period, you will no longer be able to elect continuation coverage.

Reference the COBRA notification for more information or contact HR for additional details on qualifying events, notice requirements, current COBRA premium amounts, and continuation of health benefits.

## **Section VI—Leaves of Absence**

This Leaves of Absence section of the Handbook discusses leaves of absences. For a variety of personal and/or professional reasons, you may find the need to take time away from work. Contact a member of HR to discuss potential leaves that may be available to you or with any questions about any of the policies below.

## **6.05 FAMILY MEDICAL LEAVE OF ABSENCE (FMLA)**

The federal Family and Medical Leave Act (FMLA) provides an employee the opportunity to take up to 12 work weeks of unpaid family/medical leave (“FMLA Leave”) within a 12-month period:

- Have been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- Have worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- Are employed at a worksite where there are 50 or more employees within a 75-mile radius.

Up to 12 weeks of FMLA Leave may be taken in a 12-month period for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job, including incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for your family member who has a serious health condition. For purposes of FMLA Leave, a “family member” includes your:
  - Spouse.
  - Parent.
  - Child under the age of 18, or child over the age of 18 and incapable of self-care due to mental or physical disability at the time FMLA Leave is to begin.
- The birth of your child, or placement of a child with you for adoption or foster care or to care for such child within 12 months of the birth or placement; and
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, child or parent in the Armed Forces of the United States

Up to 26 weeks of FMLA Leave may be taken in a single 12-month period to care for a member of the Armed Forces for whom the employee is the spouse, son, daughter, parent or “next of kin,” who needs the care of the employee while the member of the Armed Forces is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, for a “serious injury or illness.”

Depending on your reason for leave, you may also be eligible for California Family Rights Act (CFRA) leave or leave under a different state law, in which case both your FMLA Leave and CFRA leave or other state-provided leave will run concurrently. (See the [CFRA Leave](#) policy for additional information and CFRA Leave eligibility.)

For additional information about eligibility for FMLA Leave and how it may or may not interact with CFRA Leave or other state-law leave, contact Human Resources.



### ***Calculating the 12-Month Period***

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken under FMLA, Avidity uses a rolling 12-month calculation and the single 12-month period begins on the first day of leave.

Any other FMLA-qualifying leave taken during the single 12-month period will reduce the amount of leave that is available during the single 12-month period for leave to care for the covered servicemember, and leave to care for a covered servicemember that extends beyond 14 weeks will reduce the availability of other forms of FMLA Leave during that 12-month period.

FMLA Leave will run concurrently with leave provided under any Company policy, the Company's short and long-term disability plan, and any federal, state and local laws, where permitted by law.

### ***Leave Procedures***

The following procedures shall apply to FMLA Leave:

- Please contact Human Resources as soon as you realize the need for FMLA Leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Company at least 30 days before leave is to begin or as soon as practicable. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider or the health care provider of your child, parent, or spouse.
- If the FMLA request is made because of your own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.
- If the second opinion differs from the first opinion, the Company may require you, at the Company's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the Company.

### ***Certification***

Avidity requires you to provide certification. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practical to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of FMLA Leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)*

If you do not provide medical certification in a timely manner to substantiate the need for FMLA Leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA Leave.

- If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition;
  - Estimated amount of time for care by the employee; and
  - Confirmation that the serious health condition warrants your participation.

Under the FMLA, when both parents are employed by the Company, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks of FMLA Leave for this reason. However, if baby bonding leave is under both FMLA and CFRA (running concurrently), each parent employed by the Company is entitled to 12 workweeks of leave for this reason.

- If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition; and
  - Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are on leave because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work. Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

### ***Health and Benefit Plans While on Leave***

If you are taking FMLA Leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover premiums paid to maintain health coverage if you fail to return to work following FMLA Leave.

### ***Substitution of Paid Leave***

Generally, FMLA Leave is unpaid. The Company may require, or you may choose, to use accrued paid leave while taking FMLA Leave. In order to use paid leave for FMLA Leave, you must comply with the Company's normal paid leave policies. For more

information on those specific circumstances requiring or allowing the substitution of paid leave contact Human Resources.

Employees may also be eligible for income-replacement benefits under applicable state programs. Employees are responsible for applying for any such income-replacement benefits.

### ***Reinstatement***

Under most circumstances, upon return from FMLA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on FMLA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned before using FMLA leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions (however, this exception will not apply if the FMLA leave runs concurrently with CFRA leave):

- An employee requesting reinstatement was among the highest-paid 10 percent of all employees who are employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employer notifies the employee at the time FMLA Leave is requested that the employee is a "key" employee and the employee may be denied restatement and maintenance of benefits;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

### ***Carryover***

Leave granted under any of the reasons provided by FMLA and/or CFRA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

### ***Intermittent Leave***

You may take FMLA Leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and (1) the intermittent leave is medically necessary as

determined by the health care provider of the person with the serious health condition, or (2) you are seriously ill and unable to work or a family member is incapacitated. FMLA Leave due to military exigencies or to care for a covered servicemember may also be taken on an intermittent basis.

### ***Nondiscrimination***

The FMLA makes it unlawful for any employer to (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA, or (2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employee believes that their rights under the FMLA or similar applicable state laws have been violated in any way, they should immediately contact Human Resources. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. An employee also may file an FMLA complaint with the United States Department of Labor or bring a private lawsuit alleging an FMLA violation. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

## **6.10 MEDICAL DISABILITY LEAVE**

When employees are not eligible for FMLA Leave, CFRA Leave, PDL, workers' compensation leave, or any other leave of absence under applicable law, a medical disability leave of absence may be granted for up to 12 weeks with a doctor's written certificate of disability. Disability is defined as an employee who has been deemed medically unable to perform the essential duties of their position. Requests for leave should be made in writing as far in advance as possible. The Company will supplement pay in coordination with any applicable state provided benefits for a maximum of 8 weeks of medical disability leave, in coordination with state provided benefits. Additionally, employees may use any accrued or available vacation time and may be eligible for income-replacement benefits under an applicable state program.

A medical disability leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work or after a total of 12 weeks of leave, whichever occurs first. Your doctor's certification must include the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical leave must present a doctor's certificate showing fitness to return to work.

When returning from a medical disability leave provided under this policy, you will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement and your return will depend on your qualifications for existing openings.

California Workers' Compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy,

childbirth and related medical conditions. The Company intends to fully comply with these laws.

Premiums payments for medical insurance will be made by Avidity for employees on medical disability leave only as required by law.

If you fail to return to work promptly upon the expiration of your medical leave of absence without communicating with Avidity prior to such expiration, you will be considered to have voluntarily resigned your employment.

## **6.15 PREGNANCY-DISABILITY LEAVE**

Any employee who is disabled by pregnancy, childbirth, or a related medical condition (including medical conditions related to lactation) is eligible for up to four months of pregnancy disability leave. The company will supplement pay for a maximum of 8 weeks, in coordination with state provided benefits. There is no length of service requirement.

For purposes of this policy, you are “disabled by pregnancy” when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

### ***Reasonable Accommodation for Pregnancy-Related Disabilities***

Any employee who is *affected by pregnancy* may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are *affected by pregnancy* if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee *affected by pregnancy* if:

- They may request a transfer or other accommodation;
- The request is based upon the certification of their health care provider as “medically advisable”; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

Accommodation does not include the creation of an additional position or displacing another employee.

### ***Advance Notice and Medical Certification***

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

- Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable or as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- Provide a signed medical certification from your health care provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.

The Company may require you provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation. Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer, or other requested accommodation.

### ***Duration***

The Company will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months. The four months of leave available to an employee due to pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by your health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties. Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work. The length of the transfer will depend upon the employee's physical condition before and after childbirth.

### ***Reinstatement***

If you and the Company have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the reinstatement will occur within two (2) business days, where feasible, after you notify the Company of your readiness to return.

Before you will be allowed to return to work in your regular job following a Pregnancy Disability Leave of Absence or transfer, you must provide your supervisor with a certification from your health care provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home

until a release is provided. This time after you are sent home and before the release is provided will be unpaid.

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, the Company will provide you a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Company will not discriminate or retaliate against employees because they request or make use of leave, a transfer, or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources.

### ***Integration with Other Benefits***

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued vacation time during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation time will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for Company holidays that are observed during your leave of absence except during those periods when you are substituting vacation time for unpaid leave.

Employees eligible for leave under this policy should apply for California State Disability insurance ("SDI") benefits at [www.edd.ca.gov](http://www.edd.ca.gov). Any SDI for which you are eligible will be integrated with accrued PTO so that you do not receive more than 100% of your regular pay during any PDL Leave.

### **Benefits**

The Company will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if you fail to return to work following your pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond your control.

### **Nondiscrimination**

The Company will not discriminate or retaliate against employees for requesting or taking PDL, a transfer or another accommodation in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

#### **6.16 NEW PARENT BONDING LEAVE**

The Company will provide up to four (4) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care ("New Parent Bonding Leave"). The purpose of New Parent Bonding Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. New Parent Bonding Leave policy will run concurrently with Family and Medical Leave Act (FMLA) leave, California Family Rights Act (CFRA) leave, and any other leave an employee is eligible to take for the same reason under applicable law or Company policy, as applicable. New Parent Bonding Leave also runs concurrently with all state income-replacement benefits provided under applicable state income-replacement benefit programs.

To apply for New Parent Bonding Leave, notify Human Resources of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).



## **6.20 CALIFORNIA FAMILY RIGHTS ACT (CFRA) (CALIFORNIA EMPLOYEES)**

This policy applies to employees who are based in California, only. Employees in other states should contact Human Resources for information on leave they may be eligible to take.

The California Family Rights Act (CFRA) provides employees in California up to 12 workweeks of unpaid family/medical leave within a 12- month period, under the following conditions:

- You have been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply); and
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave.

Eligible employees may take leave provided under the CFRA (“CFRA Leave”) for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job;
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a “family member” or designated person (defined as someone identified at the time of request) includes your:
  - Spouse;
  - Parent;
  - Child of any age;
  - Registered domestic partner;
  - Grandparent;
  - Grandchild;
  - Sibling; and
  - Parent-in-law
  - Designated person.
- The birth of your child, or placement of a child with you for adoption or foster care and to care for the child within 12 months following birth or placement; and
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States.

### **Qualifying Exigencies Related to Active Duty**

Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active duty status may use their CFRA Leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for

alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

### **Calculating the 12-month Period**

For purposes of calculating the 12-month period during which 12 weeks of CFRA Leave may be taken, the Company uses a rolling 12-month period.

### **Pregnancy, Childbirth or Related Conditions and Baby Bonding**

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as CFRA Leave. Employees who take time off for a disability due to pregnancy, childbirth or related medical condition may be eligible for FMLA Leave and/or Pregnancy Disability Leave (PDL). (See FMLA Leave and *Pregnancy Disability Leave* policies for more information). Once an employee is no longer eligible for, or has exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any CFRA Leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA Leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA Leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any CFRA Leave taken for the birth or placement of a child must be concluded within one year of the birth or placement of the child with the employee.

### **Leave Procedures**

The following procedures shall apply to CFRA leave:

- Please contact HR as soon as you realize the need for CFRA Leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Company at least 30 days before leave is to begin, or as soon as practicable if 30 days is not possible. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If the CFRA request is made because of your own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.

## **Certification**

The Company requires you to provide certification of need for CFRA Leave. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)* If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

Please contact HR with any questions.

## **6.25 PERSONAL LEAVES**

Personal leaves may be available, at the Company's discretion, to all regular full-time employees who have completed 12 months of service and have no other leave available to them. This type of leave is without pay or benefits and may be used for personal business, illness of the employee or family members who need the employee's assistance and other special reasons. In deciding whether to grant leave, the Company will consider factors such as your length of service, performance, responsibility level, discipline record, reason for the request, the length of time off requested, other leave time taken and operating requirements.

A personal leave without pay may be granted for a reasonable period of time up to 12 weeks in a 12-month period. All time off granted within the preceding 12-month period will be considered in determining the amount of time off granted. Upon completion of an approved personal leave, there is no guarantee that you will be reinstated to your former position, or any position, except as required by law.

Requests for a personal leave of absence must be submitted in writing and approved by your manager and reviewed by HR. When leave is due to an illness or injury, you must provide a certification from the health care provider, or an authorization that allows the health care provider to release the necessary information to the Company, to support the leave request. Before returning to work from a personal leave due to your own illness or injury, you must provide a health care provider's certification that you are able to return to work or authorize the health care provider to release the same to the Company. Failure to provide the required certifications and/or authorizations in a timely manner will result in delay or denial of leave.

### **6.30 CIVIC DUTY**

The Company encourages you to take time off to vote or serve on jury duty and/or as a trial witness when summoned as a community service and civic responsibility. Employees who need time off to vote will be provided time off to do so in accordance with applicable law. Employees who are called for jury duty will be permitted time off for the jury duty and will be paid for up to five (5) days of such time off (or more where required by applicable law). Any additional time for jury duty will be unpaid but employees may choose to use accrued vacation time. Employees who need time off to vote or serve on a jury should notify their supervisor as soon as possible to make scheduling arrangements. In accordance with applicable laws, the Company will not discriminate and/or retaliate against employees who request unpaid time off pursuant to this policy.

Employees are required to inform HR as early as possible when they are (1) called to jury duty, providing a copy of the summons, and (2) finished with jury duty, providing a copy of court documentation as evidence of the number of days they have served. If the jury duty falls at a time when you cannot be away from work, the Company may request that you attempt to schedule, in accordance with the court's procedures, a more convenient time to serve. Generally, an employee on jury duty should return to work when dismissed from court before the middle of their shift. In recognition of work and family concerns, if you work a non-standard shift, you are not generally required to report to work after having served on jury duty during the day.

### **6.35 BEREAVEMENT LEAVE**

In the event of a death in the immediate family, all regular full-time employees may have time away from work with pay, at their regular rate or base salary, to handle family affairs and attend the funeral. The Company provides up to five (5) days (per instance) of paid bereavement leave due to the death of an immediate family member.

Immediate family is defined as the employee's spouse, domestic partner, parent, child, sibling; the employee's spouse's or domestic partner's parent, child, or sibling; the employee's child's spouse or domestic partner; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

### **6.40 DOMESTIC VIOLENCE AND SEXUAL ASSAULT AND STALKING VICTIM LEAVE**

Avidity will provide time off to any employee (i) who is a victim of domestic violence, sexual assault, stalking, (ii) who is a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury, or (iii) whose immediate family member is deceased as the direct result of a crime, so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child, and otherwise as required under applicable law. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief.

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. The Company also may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional.

Additionally, an employee who is a victim of domestic violence, sexual assault or stalking may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) to obtain services from a domestic violence shelter, program or rape crisis center, or victim services organization or agency as a result of the crime or abuse; (3) to obtain psychological counseling or mental health services related to an experience of crime or abuse, and (4) to participate in safety planning and to take other actions to increase safety from future domestic violence, sexual assault, stalking, or other crime, including temporary or permanent relocation.

As used herein, the term "immediate family member" means a child (including adopted child, foster child, stepchild, legal ward, child of a domestic partner, child to whom the employee stands in loco parentis, and a person to whom the employee stood in loco parentis when the person was a minor), parent (including adoptive parent, foster parent, stepparent, and legal guardian of the employee or the employee's spouse or domestic partner, and a person who stood in loco parentis when the employee or the employee's spouse or domestic partner was a minor child), spouse, domestic partner, sibling (including foster, adoptive, step and half-siblings), and any other person whose close association with the family is the equivalent of a child, parent, spouse, domestic partner, or sibling.

Employees may use accrued vacation time, in order to receive compensation during the leave of absence. If the reason for the leave is also covered by the federal Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), or any other federal, state or local law, the leave pursuant to this policy and the applicable law will run concurrently. The length of leave for reasons (1) through (4) enumerated above is limited to that provided under the FMLA and CFRA, except where applicable requires more time. For example, an employee is not entitled to time off under this policy due to reasons (1) through (4) above if he or she has already exhausted the maximum 12 weeks of leave under the FMLA/CFRA (except as otherwise required by applicable law). The Company will keep all information submitted in connection with an employee's request for leave under this policy confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate, harass, or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or takes or requests leave in accordance with this policy. Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact HR.

#### **6.41 DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING ACCOMMODATIONS**

The Company will provide reasonable accommodations to victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship. Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule;
- A change in telephone number or work station, or installed lock;
- Assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs in the workplace;
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking or other crime; or
- Referral to a victim assistance organization.

When an employee requests an accommodation under this policy, the Company will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. The employee will be asked to submit a signed, written statement that certifies that the accommodation is for an authorized purpose under this policy. The employee may also be asked to provide documentation that demonstrates their status as a victim of domestic violence, sexual assault, or stalking, such as a police report, court order or documentation from a licensed medical professional.

If an employee no longer needs an accommodation, the employee must notify the Company that the accommodation is no longer needed. If circumstances change and an employee needs a new accommodation, the employee must request one.

The Company will maintain the confidentiality of anyone requesting an accommodation under this policy, except as disclosure is required by federal or state law or as necessary to protect the employee's safety in the workplace.

The Company will not retaliate against a victim of domestic violence, sexual assault, or stalking for requesting or obtaining a reasonable accommodation in accordance with this policy.

#### **6.42 LEAVE FOR VICTIMS OF FELONY CRIMES**

The Company provides reasonable and necessary time off where an employee is the victim of a violent or serious felony or felonious theft or embezzlement, in order to

attend judicial proceedings related to the crime. An employee shall also be allowed time off to obtain any relief including to attend judicial proceedings where the victim of the crime is an employee's immediate family member. "Immediate family member" is defined to include the employee's spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather, or the child or parent of an employee's registered domestic partner.

If you need time off from work for this purpose, you must give prior notice and submit a copy of the notice of each scheduled proceeding provided by the appropriate agency. If advance notice is not feasible, within a reasonable time after the absence, you must provide documentation confirming the judicial proceeding. You may use accrued vacation for this leave, or it will be unpaid.

#### **6.43 WITNESS LEAVE**

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give Avidity Biosciences reasonable advance notice.

#### **6.45 SUSPENDED CHILD LEAVE**

Parents who are required to visit a child's school where the child has been served a period of suspension from school will be permitted unpaid time off for the visit. To be eligible for such leave, the employee must be the parent or guardian of a child in kindergarten or in grades 1 through 12 and must provide advance notice that their appearance at the school has been requested. Eligible employees may be requested to present documentation that the employee's presence is required at the school.

You may use available vacation time for your absence. If you do not elect to use available vacation time, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek in which they perform work and are interrupted by the need for time off under this policy.

#### **6.46 SCHOOL ACTIVITIES AND CHILDCARE LEAVE**

Avidity Biosciences will provide employees who have one or more children that are of the age to attend a licensed childcare provider, kindergarten, or grades 1 through 12, with up to 40 hours of leave per school year to participate in the following:

- Finding, enrolling, or re-enrolling the child in a school or with a licensed childcare provider ("School Activities Leave");
- Participating in school or childcare-related activities ("Childcare Leave"); or
- Addressing a childcare provider or school emergency.

School Activities and Childcare Leave is limited to eight hours in any calendar month. You may be required to use accrued vacation time for this leave.

To be eligible for leave, you must be a parent, guardian, stepparent, foster parent, grandparent, or a person who stands in the place of a parent (in loco parentis) to a child.

If you wish to take leave for reasons under this School Activities and Childcare Leave policy, provide notice to your supervisor as soon as practicable. You may be required to provide documentation from the school or childcare provider verifying you participated in the school or childcare activity.

If both parents of a child work for the Company, only one parent — the first to provide notice—may take the time off, unless the Company approves both parents taking time off simultaneously.

The Company will not retaliate against employees for requesting or taking leave in accordance with this policy.

#### **6.50 EMERGENCY DUTY**

If you volunteer your time as a firefighter, reserve peace officer, or emergency rescue personnel, you may be entitled unpaid leave to perform emergency duty. Time spent on this leave counts for purposes of determining “length of service.”

You may use available vacation time for your absence. If you do not elect to use available vacation time, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek in which they perform work that is interrupted by the need for time off under this policy.

#### **6.55 MILITARY LEAVE**

Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services, the National Guard of any state, or other military forces in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any applicable state law (“Military Leave”). You can learn more about USERRA at [www.dol.gov/elaws/userra.htm](http://www.dol.gov/elaws/userra.htm). Advance notice of military service is required unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Up to thirty (30) days of Military Leave per 12-month period will be paid, in an amount equal to the employee’s regular rate of pay minus military pay received by the employee for such days. Continuation of health insurance benefits is available as required by USERRA and applicable state law based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. Benefit accruals, such as vacation time or holiday benefits, will be treated in accordance with the requirements of the applicable laws in effect at the time of leave.

Upon returning from military leave, you will be placed in the position you would have attained had you remained continuously employed, or in a comparable one depending on the length of military service in accordance with USERRA and applicable state law. You will be treated as though you were continuously employed for purposes of determining benefits based on length of service.



USERRA prohibits employers from discriminating against individuals who are members of, apply to be members of, perform, apply to perform, or have service obligations in a Uniformed Service. The Act also precludes retaliation against individuals because they have exercised their right to military service, testified or made a statement in connection with any proceeding under the Act, or participated in an investigation under the Act. This anti-discrimination provision applies to all employment positions at the Company. Contact HR for more information or questions about military leave.

#### **6.56 MILITARY SPOUSE LEAVE**

Avidity provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify your managers of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave. You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy. The Company will not discriminate or retaliate against employees for requesting or taking leave in accordance with this policy.

#### **6.60 WORKERS' COMPENSATION LEAVE**

If you sustain a work-related injury, you may be eligible for a medical leave of absence or, perhaps, reasonable accommodation for the period of disability in accordance with applicable laws covering occupational injuries. The request must be in writing and certified by a health care provider.

Compensation benefits for this leave of absence will be coordinated with worker's compensation benefits. You will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled before the first day of the leave for a maximum of 12 weeks. The Company will continue to make the same premium contribution as if you had continued working. You must make arrangements to continue to pay the employee portion of premiums while on leave. When you are no longer eligible for paid coverage, you may continue group health coverage through the Company under COBRA. Employees should contact HR for more information. The use of leave will not result in the loss of any employment benefit that accrued prior to the

beginning of your leave. However, accrual of additional benefits, such as vacation time benefits and holidays will be suspended during leave.

Employees on Workers' Compensation Leave are required to keep their supervisor and HR updated as to their work status. You must provide a doctor's release before returning to work, including any restrictions if applicable. If you return to work at the end of the leave, you will be returned to your former position, when possible, or will be offered the first available opening in a comparable position for which you are qualified.

#### **6.65 BONE MARROW DONATION LEAVE**

An employee who has been employed for at least ninety (90) continuous days may request a leave of absence for up to five (5) business days in any one-year period to undergo a medical procedure to donate bone marrow. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The employee must use any accrued vacation time, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of this leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five (5) days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave. However, an employee has no greater right to reinstatement than if he or she did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had he or she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

## **6.70 ORGAN DONATION LEAVE**

Employees who have been employed for at least ninety (90) consecutive days may request a paid leave of absence for up to 30 business days in any one-year period to undergo a medical procedure to donate an organ. Employees can request an additional 30 days of unpaid leave in any one-year period for this same purpose. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The one-year period is measured from the start of the leave.

For an initial request for organ donation leave, the employee must use up to two weeks of accrued vacation, sick leave, or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of the leave. If accrued vacation, sick leave, or paid time off is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave. However, an employee has no greater right to reinstatement than if he or she did not take a leave. For example, if an employee on organ donation leave would have been laid off had he or she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. Absences due to organ donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation, and paid time off or seniority.

## **6.75 EMERGENCY RESPONDER LEAVE**

Employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel are permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement or emergency rescue training. If the employees request time off under the policy, they must notify their direct supervisor once the need for Emergency Responder Leave becomes known.

## **6.80 OTHER LEAVES**

The Company provides other time off and leaves of absence with or without pay as may be required by applicable law. Employees should contact their supervisors or HR for information regarding additional time off or leave that may be available to them.

## Section VII—State-Specific Addendums

This Addendum applies to employees who primarily work in states outside of California. In most cases, when California employment regulations are equal to or more generous, we will apply the policies implementing those California regulations, for consistency. Should you have questions about specific state, or city ordinance, please contact a member of Human Resources. Please refer to the [State and Federal postings](#) in the primary state in which you work.

### **7.12 MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE (PFMLA)**

The Massachusetts Paid Family and Medical Leave Act (PFMLA) provides up to 26 workweeks of leave within a 12- month period, under the following conditions:

- An employee is in active status; or
- A former employee, to the extent he, she or they have been employed within 26 weeks at the start of the leave and have not found subsequent employment at the time leave begins.

Leave may be taken for one or more of the following reasons:

- Up to 12 weeks of family leave to bond with a child during the first 12 months after the child's birth, adoption or foster care placement; for a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces; or to care for a covered family member who has a serious health condition.
- Up to 26 weeks of family leave to care for a family member who is a covered service member with a serious health condition;
- Up to 20 weeks of medical leave for an employee's own serious health condition that makes them unable to perform one or more of the essential functions of the job.
- A covered family member includes:
  - Spouse or registered domestic partner;
  - Child of any age;
  - Parent or Parent of a spouse or registered domestic partner;
  - Grandparent;
  - Grandchild;
  - Sibling; and
  - A person who stood in loco parentis to the employee when the employee was a minor.

### **Qualifying Exigencies Related to Active Duty**

Eligible employees whose family member is on covered active duty or call to covered active duty status may use the leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending

certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

### **Calculating the 12-month Period**

The benefit year is calculated prospectively looking at the 52-week period beginning on the Sunday *immediately preceding* the first day of job-protected PFMLA leave for the employee.

### **Leave Procedures**

The following procedures shall apply to leave taken under the PFMLA:

- Please contact HR as soon as you realize the need for PFMLA leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Company at least 30 days before leave is to begin, or as soon as practicable if advance notice cannot be provided. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If the PMFLA request is made because of your own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.

### **Certification**

You are required to provide certification in accordance with the PFMLA. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (*For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.*) If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered PFMLA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the employee; and
- Confirmation that the serious health condition warrants your participation.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

Please contact HR with any questions.

PFMLA benefits are administered by the Massachusetts Department of Family and Medical Leave (the Department). Although the Company provides wage income verification to the Department, all benefits determinations are made exclusively by the Department. The Department calculates weekly benefits as follows:

- the portion of the employee's average weekly wage that is equal to or less than 50% of the state average weekly wage shall be replaced at a rate of 80%; and
- the portion of the employee's average weekly wage that is more than 50% of the state average weekly wage shall be replaced at a rate of 50%, up to the applicable weekly benefit limits.

The first seven (7) calendar days of leave are unpaid by the Department, except for family leave following a medical leave for pregnancy or childbirth, in which case the seven- (7-) day waiting period for the family leave will be waived. During any unpaid waiting period, employees may elect to use earned sick time (provided the need for leave is covered under the earned sick time policy), vacation, and/or other paid time off time to replace their regular income. Typically, employees will start receiving benefits from the Department not less than 14 days after the Department approves the leave and receipt of benefits, unless the Department approves benefits more than 14 days before the onset of eligibility to take leave.

### **7.13 MASSACHUSETTS NEW PARENT LEAVE**

The Company will provide up to eight (8) weeks of New Parent Leave per child to Massachusetts employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care, in accordance with the Massachusetts Parental Leave Act. Four weeks of such leave will be paid (per the Avidity New Parent Bonding Leave policy) and four (4) weeks will be unpaid. The purpose of New Parent Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. Leave provided under this policy will run concurrently with Family and Medical Leave Act (FMLA) leave, PFMLA (Massachusetts), and New Parent Bonding Leave, as applicable.

To apply for Massachusetts New Parent Leave, notify Human Resources of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional.

## **7.20 NEVADA DOMESTIC VIOLENCE LEAVE**

If you are a Nevada employee and have worked for Avidity Biosciences for 90 days or longer, you may be eligible for up to 160 hours of unpaid leave in a 12-month period under Nevada's domestic violence leave law. Leave may be taken for one or more of the following reasons or activities:

- The diagnosis, care, or treatment of a health condition related to domestic violence committed against you or a member of your family or household;
  - To obtain counseling or assistance related to domestic violence committed against you or a member of your family or household;
  - To participate in any court proceedings related to an act of domestic violence committed against you or a member of your family or household; or
  - To establish a safety plan, including any action to increase your safety or the safety of a member of your family or household from a future act of domestic violence.

You must provide appropriate advance notice of the need for leave unless you are prevented from doing so because of imminent danger to your health or safety or danger to the health or safety of a family or household member. After taking leave because of domestic violence, provide at least 48 hours' advance notice to Human Resources of the need to use additional hours of leave. Domestic violence leave is unpaid; however, you may elect to use any available paid leave time. You may be required to provide documentation that confirms or supports the reason provided for requesting leave. The Company will take all reasonable steps to keep confidential all information relating to leaves for domestic violence. You will not be penalized, or discriminated or retaliated against, for requesting or taking leave in accordance with this policy.

## **7.40 ANTI-HARASSMENT AND ANTI-DISCRIMINATION STATE AGENCIES**

The definition of Protected Characteristics, and the Company's Harassment Awareness Policy set forth in the Handbook apply to all Avidity employees. Any employee who believe that he, she or they have been harassed, discriminated against, subjected to retaliation, or denied an accommodation should immediately provide a written or verbal report to a supervisor, or any other member of management or Human Resources in accordance with the Internal Complaint Procedure.

While employees are encouraged to report claims internally in accordance with the Internal Complaint Procedure in the Handbook, if employees in any state outside of California, believe they have been subjected to discrimination, retaliation, or sexual or other harassment in violation of state law, they may file a complaint with the government state or federal agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with the appropriate agency.

Federal: [Equal Employment Opportunity Commission](#)

State	State Agency	Website for more information
Arizona	Arizona Office of Equal Opportunity (OEO), administered by the Department of Economic Security (DES)	<a href="https://www.azag.gov/civil-rights">https://www.azag.gov/civil-rights</a>
Colorado	Colorado Civil Rights Division (CCRD)	<a href="https://ccrd.colorado.gov/">https://ccrd.colorado.gov/</a>
Illinois	Illinois Department of Human Rights (IDHR)	<a href="https://dhr.illinois.gov/">https://dhr.illinois.gov/</a>
Massachusetts	Massachusetts Commission Against Discrimination (MCAD)	<a href="https://www.mass.gov/orgs/massachusetts-commission-against-discrimination">https://www.mass.gov/orgs/massachusetts-commission-against-discrimination</a>
North Carolina	North Carolina Civil Rights Division (CRD) works in collaboration with the federal EEOC	<a href="https://www.oah.nc.gov/civil-rights-division/employment-discrimination">https://www.oah.nc.gov/civil-rights-division/employment-discrimination</a>
New Jersey	New Jersey Division on Civil Right (DCR)	<a href="https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/division-on-civil-rights-file-a-complaint/">https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/division-on-civil-rights-file-a-complaint/</a>
Nevada	Nevada Equal Right Commission (NERC)	<a href="https://detr.nv.gov/NERC">https://detr.nv.gov/NERC</a>
New York	New York Division of Human Rights	<a href="https://dhr.ny.gov/complaint">https://dhr.ny.gov/complaint</a>
Oregon	Oregon Bureau of Labor & Industries (BOLI)	<a href="https://www.oregon.gov/boli/workers/pages/discrimination-at-work.aspx">https://www.oregon.gov/boli/workers/pages/discrimination-at-work.aspx</a>
Pennsylvania	Pennsylvania Human Relations Commissions	<a href="https://www.phrc.pa.gov/File-a-Complaint/Pages/default.aspx">https://www.phrc.pa.gov/File-a-Complaint/Pages/default.aspx</a>
Texas	Texas Workforce Commission	<a href="https://www.twc.texas.gov/jobseekers/how-submit-employment-discrimination-complaint">https://www.twc.texas.gov/jobseekers/how-submit-employment-discrimination-complaint</a>
Utah	Utah Antidiscrimination and Labor Division (UALD)	<a href="https://laborcommission.utah.gov/divisions/utah-antidiscrimination-and-labor-uald/employment-discrimination/">https://laborcommission.utah.gov/divisions/utah-antidiscrimination-and-labor-uald/employment-discrimination/</a>
Virginia	Virginia Office of Civil Rights (OCR)	<a href="https://www.oag.state.va.us/">https://www.oag.state.va.us/</a>
Washington	Washington State Human Rights Commission (WSHRC)	<a href="https://www.hum.wa.gov/employment">https://www.hum.wa.gov/employment</a>





## At-Will Employment Agreement and Acknowledgment of Receipt of Employee Handbook

I acknowledge that I have received a copy of the Avidity Employee Handbook, including the state-specific addenda, which contains important information on the Company's policies, procedures and benefits, including the policies on Confidentiality, Insider Trading and Anti-Discrimination and Anti-Harassment. I understand that I am responsible for familiarizing myself with the policies and procedures in this Handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the Handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position or impose any form of discipline it deems appropriate at any time. I understand nothing in this Handbook is intended to modify the Company's policy of at-will employment, the at-will employment relationship may not be modified except by a specific written agreement signed by me and the CEO of the Company, this is the entire agreement between the Company and me regarding this subject, and all prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Avidity Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the handbook.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature