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

**FORM S-8
REGISTRATION STATEMENT**
Under
The Securities Act of 1933

RECURSION PHARMACEUTICALS, INC.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

46-4099738
(I.R.S. Employer
Identification Number)

**41 S Rio Grande Street
Salt Lake City, UT 84101**
(Address of principal executive offices, including zip code)

Valence Discovery Inc. Stock Option Plan dated April 17, 2018 as amended and restated on November 16, 2021
(Full title of the plans)

**Christopher Gibson
Chief Executive Officer
Recursion Pharmaceuticals, Inc.
41 S Rio Grande Street
Salt Lake City, UT 84101
(385) 269-0203**
(Name, address and telephone number, including area code, of agent for service)

Copies to:

**Patrick J. Schultheis
Philip H. Oettinger**

Wilson Sonsini Goodrich & Rosati,
Professional Corporation
701 Fifth Avenue, Suite 5100
Seattle, WA 98104
(206) 883-2500

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This registration statement on Form S-8 is filed by Recursion Pharmaceuticals, Inc. (the "Company") in connection with the consummation on May 16, 2023 of the transactions contemplated by, and in accordance with the terms and conditions of, a Share Purchase Agreement, dated as of May 8, 2023 (the "Purchase Agreement"), by and among the Company, 14998685 Canada Inc., a corporation governed by the laws of Canada and an indirect subsidiary of the Company ("Purchaser"), Valence Discovery Inc., a corporation governed by the laws of Canada ("Valence"), and the other parties thereto, pursuant to which Purchaser, among other things, acquired all of the outstanding equity securities of Valence, including the assumption of outstanding options (the "Options") granted under Valence's Stock Option Plan dated April 17, 2018 as amended and restated on November 16, 2021 (as amended from time to time, the "Valence Plan"). Pursuant to the Purchase Agreement, on May 16, 2023, the Options were automatically converted into awards exercisable for shares of the Company's Class A common stock, subject to appropriate adjustments to the number of shares issuable under, and the exercise prices of, the Options as provided in the Purchase Agreement.

This registration statement registers shares of the Company's Class A common stock which may be issuable pursuant to the Options.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement on Form S-8 (the "Registration Statement") in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the "Securities Act"), and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the equity benefit plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Recursion Pharmaceuticals, Inc. (the "Registrant") hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the "Commission"):

- (1) The Registrant's Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2022 filed with the Commission on February 27, 2023 (the "Annual Report");
- (2) All other reports filed with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Annual Report (other than the portions of these documents not deemed to be filed); and
- (3) The description of the Registrant's Class A common stock contained in the Company's Registration Statement on [Form 8-A](#) (File No. 001-40323) filed with the Commission on April 12, 2021, pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law empowers a corporation to indemnify its directors and officers and to purchase insurance with respect to liability arising out of their capacity or status as directors and officers, provided that the person acted in good faith and in a manner the person reasonably believed to be in its best interests, and, with respect to any criminal action, had no reasonable cause to believe the person's actions were unlawful. The Delaware General Corporation Law further provides that the indemnification permitted thereunder shall not be deemed exclusive of any other rights to which the directors and officers may be entitled under the corporation's bylaws, any agreement, a vote of stockholders or otherwise. The certificate of incorporation of the Registrant provides for the indemnification of the Registrant's directors and officers to the fullest extent permitted under the Delaware General Corporation Law. In addition, the bylaws of the Registrant require the Registrant to fully indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a director, or officer of the Registrant, or is or was a director or officer of the Registrant serving at the Registrant's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, to the fullest extent permitted by applicable law.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) for payments of unlawful dividends or unlawful stock repurchases, redemptions or other distributions or (4) for any transaction from which the director derived an improper personal benefit. The Registrant's certificate of incorporation provides that the Registrant's directors shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director and that if the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of the Registrant's directors shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Section 174 of the Delaware General Corporation Law provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions. A director who was either absent when the unlawful actions were approved, or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

As permitted by the Delaware General Corporation Law, the Registrant has entered into separate indemnification agreements with each of the Registrant's directors and certain of the Registrant's officers which require the Registrant, among other things, to indemnify them against certain liabilities which may arise by reason of their status as directors, officers or certain other employees.

The Registrant maintains insurance policies under which its directors and officers are insured, within the limits and subject to the limitations of those policies, against certain expenses in connection with the defense of, and certain liabilities which might be imposed as a result of, actions, suits or proceedings to which they are parties by reason of being or having been directors or officers. The coverage provided by these policies may apply whether or not the Registrant would have the power to indemnify such person against such liability under the provisions of the Delaware General Corporation Law.

These indemnification provisions and the indemnification agreements entered into between the Registrant and the Registrant's officers and directors may be sufficiently broad to permit indemnification of the Registrant's officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act of 1933.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Exhibit Description	Form	Incorporated by Reference		Filing Date
			File No.	Exhibit	
4.1	Amended and Restated Certificate of Incorporation of the Registrant	8-K	001-40323	3.1	April 21, 2021
4.2	Amended and Restated Bylaws of the Registrant	8-K	001-40323	3.2	April 21, 2021
4.3	Specimen Class A common stock certificate of the Registrant	S-1/A	333-254576	4.2	April 15, 2021
4.4*	Valence Discovery Inc. Stock Option Plan dated April 17, 2018 as amended and restated on November 16, 2021				
5.1*	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation				
23.1*	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm				
23.2*	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (contained in Exhibit 5.1 hereto)				
24.1*	Power of Attorney (contained on signature page hereto)				
107*	Filing Fee Table				

*Filed herewith.

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under "Item 6-Indemnification of Directors and Officers," or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel, the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Salt Lake City, State of Utah, on May 16, 2023.

RECURSION PHARMACEUTICALS, INC.

By: /s/ Christopher Gibson
Christopher Gibson
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher Gibson and Michael Secora, and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this registration statement on Form S-8 (including post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact, proxy and agent full power and authority to do and perform each and every act and thing requisite or necessary to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all the said attorney-in-fact, proxy and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Christopher Gibson Christopher Gibson	Chief Executive Officer and Director (<i>Principal Executive Officer</i>)	May 16, 2023
/s/ Michael Secora Michael Secora	Chief Financial Officer (<i>Principal Financial and Accounting Officer</i>)	May 16, 2023
/s/ Zachary Bogue Zachary Bogue	Director	May 16, 2023
/s/ Blake Borgeson Blake Borgeson	Director	May 16, 2023
/s/ Terry-Ann Burrell Terry-Ann Burrell	Director	May 16, 2023
/s/ R. Martin Chavez R. Martin Chavez	Chair of the Board	May 16, 2023
/s/ Zavain Dar Zavain Dar	Director	May 16, 2023
/s/ Robert Hershberg Robert Hershberg	Director	May 16, 2023
/s/ Dean Li Dean Li	Director	May 16, 2023

Calculation of Filing Fee Tables

Form S-8 (Form Type)

Recursion Pharmaceuticals, Inc.
(Exact name of registrant as specified in its charter)

Table 1 – Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Class A Common Stock, \$0.00001 par value per share, to be issued under option awards granted under the Valence Discovery Inc. Stock Option Plan	457(c) and 457(h)	766,461 ⁽²⁾	\$0.66 ⁽³⁾	\$505,864.26	\$110.20 per \$1,000,000	\$56.00
Total Offering Amounts					\$505,864.26		\$56.00
Total Fee Offsets							–
Net Fee Due							\$56.00

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement covers any additional shares of the Registrant’s Class A common stock (the “Class A common stock”) that become issuable under the Valence Discovery Inc. (“Valence”) Stock Option Plan dated April 17, 2018 as amended and restated on November 16, 2021 (the “Valence Plan”) referenced above by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of Class A common stock.
- (2) Pursuant to the Share Purchase Agreement, dated as of May 8, 2023, by and among the Registrant, 14998685 Canada Inc., a corporation governed by the laws of Canada and an indirect subsidiary of the Registrant, Valence, and the other parties thereto (the “Purchase Agreement”) upon the closing of the transaction contemplated by the Purchase Agreement, on May 16, 2023 (the “Closing”) the Registrant assumed certain outstanding options (the “Options”) issued pursuant to the Valence Plan. At the Closing, the Options were automatically converted into awards exercisable for shares of Registrant’s Class A common stock, subject to appropriate adjustments to the number of shares issuable under, and the exercise prices of, the Options as provided in the Share Purchase Agreement.
- (3) Estimated solely for purposes of calculating the registration fee in accordance with Rules 457(c) and (h) of the Securities Act on the basis of the weighted average exercise price of the Options under the Valence Plan and assumed by the Registrant pursuant to the Purchase Agreement.

VALENCE DISCOVERY INC.

**STOCK OPTION PLAN DATED APRIL 17, 2018
AS AMENDED AND RESTATED ON NOVEMBER 16, 2021.****1. Purpose**

The purpose of this Amended and Restated stock option plan (the “**Plan**”) is to advance the interests of Valence Discovery Inc. (the “**Corporation**”) and its shareholders by providing to its directors, officers, employees and consultants a performance incentive for continued and improved services with the Corporation and its affiliates. The terms of the Plan shall govern each option issued hereunder.

2. Term of Plan

The Plan is effective as of April 17th 2018 and was further amended and restated on November 16, 2021. Options may be granted under the Plan until the earlier of (i) the tenth 10th anniversary of the effective date of the Plan; (ii) the date on which the Board terminates the Plan.

3. Shares

- (a) The shares (“**Shares**”) that may be issued pursuant to the exercise of options (“**Options**”) granted under the Plan are the Common Shares in the capital of the Corporation.
- (b) The aggregate number of Shares reserved for issuance under the Plan is 334,619 Shares (subject to stock splits, combinations and the like). No Option may be granted if such grant would have the effect of causing the total number of Shares subject to Options to exceed the above-noted total number of Shares reserved for issuance pursuant to the exercise of Options.
- (c) If Options granted under this Plan expire, terminate or cease to be exercisable without having been exercised in full, the Shares which were reserved for issue pursuant to such Options but which were not issued become available for issue pursuant to the exercise of other Options under the Plan.

4. Administration

- (a) The Plan shall be administered by the board of directors of the Corporation (the “**Board**”) or any committee of directors thereof designated by the Board (such designated directors being the “**Administrators**”). The Board or the Administrators, as the case may be, shall have full and complete authority to interpret the Plan and to prescribe such rules and regulations and make such other

determinations as it or they deem necessary or desirable for the administration of the Plan, including without limitation the full power and authority to:

- i. adopt rules and regulations for implementing the Plan;
- ii. determine the eligibility of persons to participate in the Plan, the number of Shares subject to Options, the fair market value of such Shares, the vesting period of the Options and the term of the Options;
- iii. determine when Options shall be granted, which eligible persons will be granted Options, the number of Shares subject to each Option granted to a Participant and the vesting for each Option;
- iv. interpret and construe the provisions of the Plan;
- v. restrict or limit the Shares and the nature of such restrictions and limitations, if any;
- vi. accelerate the exercisability or waive the termination of any Options, based on such factors as the Board or the Administrators may determine;
- vii. make exceptions to the Plan in circumstances which it or they determine to be exceptional; and
- viii. take such other steps as it or they determine to be necessary or desirable to give effect to the Plan.

(b) Decisions of the Board or the Administrators shall be recorded in writing and shall be binding on the Corporation and on all persons eligible to participate in the Plan.

5. **Granting of Options to Participants**

The only persons to whom Options may be granted ("**Participants**") shall be directors, officers, employees and consultants (as that term is defined in National Instrument 45-106) of the Corporation or their respective subsidiaries, if any, designated from time to time by the Board or the Administrators.

The Board or the Administrators may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Board or the Administrators may prescribe, grant Options to any Participant.

6. **Exercise Price**

The Board or the Administrators shall determine the exercise price (the "**Exercise Price**") for an Option but in any event the Exercise Price will be no less than the Fair Market Value of the Shares, as determined by the Board, on the day prior to the date of grant of such Option.

7. Term and Vesting

- (a) Subject to any accelerated termination under this Plan, each Option shall be exercisable until the sixth (6th) anniversary of the date on which it is granted. Each Option that has not been exercised pursuant thereto on or before the close of business on such sixth (6th) anniversary shall forthwith expire and terminate and be of no further force or effect whatsoever. Notwithstanding the foregoing, the Board or the Administrators may determine at the date of grant that the expiration date of any Option granted to a Participant shall be earlier than the sixth (6th) anniversary of the date of grant of such Option.
- (b) Unless otherwise specified by the Board at the time of granting Options and except as otherwise provided in this Plan, each Option will vest and be exercisable as follows:

Fraction of Total Number of Shares that may be Purchased Exercise Period

1/4	From the first (1 st) anniversary of the date of grant to and including the tenth (10 th) anniversary of the date of grant;
1 /48	From the end of each month following the first anniversary of the date of grant to and including the tenth (10 th) anniversary of the date of grant; and with the result that all of the Options subject to the grant shall be vested and all Shares subject to such Options may be purchased as of the fourth (4 th) anniversary of the date of grant to and including the tenth (10 th) anniversary of the date of grant.

- (c) Once an installment becomes exercisable, it remains exercisable until expiration or termination of the Option, unless otherwise specified by the Board in connection with the grant of such Option or pursuant to Section 16. Each Option or installment may be exercised at any time or from time to time, in whole or in part, for up to the total number of Shares with respect to which it is then exercisable. The Board or the Administrators has/have the right to accelerate the date upon which any installment of any Option becomes exercisable.

8. Termination of Employment

- (a) If, at any time, a Participant ceases to be a full-time employee of either of the Corporation or any subsidiary thereof as a result of the Participant's retirement,

either with the concurrence of the Board or the Administrators at any time or after the person reaches the age of 65 years, any Options granted to such Participant and vested as of the Termination Date (as defined below) shall remain exercisable by such Participant until the earlier of: (i) 90 days following the Termination Date, and (ii) the expiration of such vested Options in accordance with their terms. As of the Termination Date, all unvested Options of such Participant shall expire and such Participant shall no longer be eligible for a grant of Options.

- (b) If, at any time, a Participant ceases to be a full-time employee of either of the Corporation or any subsidiary thereof as a result of the Participant's death or physical or psychological incapacity, any Options granted to such Participant and vested as of the Termination Date shall remain exercisable by such Participant (or, in accordance with clause 14(b)(ii), the Participant's legal representative) until the earlier of: (i) 90 days following the date of death or the date on which the Board or the Administrators determine(s) that the incapacity will prevent the employee from fulfilling his or her full-time duties with the Corporation, and (ii) the expiration of such vested Options in accordance with their terms. As of the Termination Date, all unvested Options of such Participant shall expire. **"Incapacity"** means the permanent and total incapacity of a Participant as determined in accordance with procedures established by the Board or the Administrators for purposes of this Plan.
- (c) If, at any time, a Participant ceases to be a full-time employee of either of the Corporation or any subsidiary thereof as a result of the Participant's termination for cause, then, as of the Termination Date, the vested and unvested Options granted to such Participant shall expire and be of no further force or effect whatsoever and such Participant shall no longer be eligible for a grant of Options.
- (d) If, at any time, a Participant ceases to be a full-time employee of either of the Corporation or any subsidiary thereof as a result of the Participant's resignation, then any Options granted to such Participant and vested as of the Termination Date shall remain exercisable by such Participant until the earlier of: (i) 30 days following the Termination Date, and (ii) the expiration of such Vested Options in accordance with their terms. As of the Termination Date, all unvested Options granted to such Participant shall expire and be of no further force or effect whatsoever and such Participant shall no longer be eligible for a grant of Options.
- (e) If, at any time, a Participant ceases to be a full-time employee of either of the Corporation or any subsidiary thereof as a result of the Participant's dismissal without cause, any Options granted to such Participant and vested as of the Termination Date shall remain exercisable by such Participant until the earlier of:
 - i. 90 days following the Termination Date, and (ii) the expiration of such vested Options in accordance with their terms. As of the Termination Date, all unvested Options of such Participant shall expire and such Participant shall no longer be eligible for a grant of Options.

- (f) Where, in the case of a consultant, the Participant's consulting agreement or arrangement terminates by reason of: (i) termination by the Corporation or any subsidiary thereof for any reason whatsoever other than for material breach of the consulting agreement or arrangement (whether or not such termination is effected in compliance with any termination provisions contained in the Participant's consulting agreement or arrangement); or (ii) voluntary termination by the Participant; or (iii) the death or incapacity of the Participant, then any Options held by the Participant that are exercisable at the Termination Date, or at the date of the death or incapacity of the Participant, as the case may be, continue to be exercisable by the Participant until the earlier of: (A) the date that is 90 days from the Termination Date, or from the date of the death or incapacity of the Participant, as the case may be; and (B) the date on which the particular Options expire in accordance with their terms. Any Options held by the Participant that are not exercisable at the Termination Date, or at the date of the death or incapacity of the Participant, as the case may be, immediately expire and are cancelled on such date.
- (g) Where, in the case of a consultant, the Participant's consulting agreement or arrangement is terminated by the Corporation or an affiliated corporation for material breach of the consulting agreement or arrangement (whether or not such termination is effected in compliance with any termination provisions contained in the Participant's consulting agreement or arrangement), then any Options held by the Participant, whether or not such Options are exercisable at the Termination Date, immediately expire and are cancelled on the Termination Date at a time determined by the Board, in its discretion.
- (h) If, at any time, a Participant ceases to be a director, officer or member of an advisory board of the Corporation or any subsidiary thereof (and is not or does not continue as a full-time employee of the Corporation or such subsidiary), the Options granted to such Participant and vested as of the Termination Date may be exercised by such Participant until the earlier of: (i) 90 days following the Termination Date, and (ii) the expiration of such vested Options in accordance with their terms. As of the Termination Date, all unvested Options granted to such Participant shall cease and terminate and be of no further force or effect whatsoever.
- (i) Notwithstanding any other provisions of this section 8, the Board or the Administrators may extend the expiration date of vested and unvested Options of a Participant who ceases to be a full-time employee, consultant, officer or director of the Corporation or any subsidiary thereof beyond the expiry dates set out above, provided that such extended dates are not later than the assigned expiry date of any such Option.

"Termination Date" means:

- i. in the case of a Participant whose employment or term of office with the Corporation or any subsidiary thereof terminates in the circumstances set

out in Section 8, the date that is designated by the Corporation or any subsidiary thereof, as the case may be, as the last day of the Participant's employment or term of office with the Corporation or any subsidiary thereof, as the case may be, provided that in the case of termination of employment by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given, and "Termination Date" specifically does not mean the date on which any period of reasonable notice that the Corporation or any subsidiary thereof, as the case may be, may be required at law to provide to the Participant, would expire; and

- ii. in the case of a Participant who is a consultant and whose consulting agreement or arrangement with the Corporation or any subsidiary thereof, as the case may be, terminates in the circumstances set out in Section 8, the date that is designated by the Corporation or any subsidiary thereof, as the case may be, as the date on which the Participant's consulting agreement or arrangement is terminated, provided that in the case of voluntary termination by the Participant, such date shall not be earlier than the date notice of voluntary termination was received by the Corporation, and "Termination Date" specifically does not mean the date on which any period of notice of termination that the Corporation or any subsidiary thereof, as the case may be, may be required to provide to the Participant under the terms of the consulting agreement or arrangement, would expire.

9. Stock Option Agreement

The Corporation shall enter into an agreement with each Participant on the date of grant of Options substantially in the form of Schedule 1 (or such other form as may be acceptable to the Board or the Administrators) evidencing the Participant's right to acquire Shares in accordance with the Plan. Each agreement will specify the number of Shares that are subject to the Options and will provide for the adjustment of that number in accordance with section 15. The Participant acknowledges that such agreement will include a provision that, in certain circumstances as set out in the agreement, will require the Participant to sell its Shares to a party making an offer to complete a transaction resulting in a Change in Control (as defined in Subsection 16(e)).

10. Right to Employment

Nothing contained in this Plan or in any Option granted under this Plan shall confer upon any person any right to continued employment with the Corporation or any subsidiary thereof or interfere in any way with the rights of the Corporation or any subsidiary thereof in connection with the employment or termination of any such person.

11. Status as Shareholder

The Participant or the Participant's legal representative shall not, by reason of the grant of any Option, be considered to be a stockholder or shareholder of the Corporation until

an Option has been duly exercised. No person shall enjoy any of the rights or privileges of a holder of Shares subject to Options until that person becomes the holder of record of those Shares.

12. Exercise of Option

- (a) Subject to subsection 12(b), an Option may be exercised at any time, or from time to time, during its term. A person electing to exercise an Option shall give written notice of the election to the Secretary of the Corporation substantially in the form of Exhibit A to Schedule 1, or such other form acceptable to the Board or the Administrators. A cash payment equal to the Exercise Price for each Share to be acquired pursuant to the exercise of Options shall accompany the written notice.
- (b) The exercise of any Option shall be subject to the condition that if at any time the Corporation shall determine in its sole discretion that it is necessary or desirable to comply with any legal requirement or the requirements of any stock exchange or other regulatory authority as a condition of, or in connection with, such exercise or the issue of Shares as a result thereof, then in any such event such exercise shall not be effective unless such compliance shall have been effected on conditions satisfactory to the Corporation.
- (c) Upon actual receipt by the Corporation of written notice addressed to the Secretary of the Corporation and payment for the Shares to be purchased, the person exercising the Option shall be registered in the books of the Corporation as the holder of the appropriate number of Shares and a share certificate shall be issued to such person.
- (d) The issuance of Shares upon the exercise of any Option shall be conditional upon the Participant becoming a party to any existing shareholders' agreement, exchange rights agreements and/or any other agreement or voting trust as may be required by the Board, in its sole discretion.

13. Waiver of Information Rights

If Options are exercised prior to the occurrence of an initial public offering of securities of the Corporation (an "IPO"), the holder of Shares acquired upon the exercise of Options shall, by acceptance of such Shares, be deemed to have waived any rights such shareholder would otherwise have to receive financial statements of the Corporation.

14. Transferability

- (a) Except as set forth in subsection 14(b), Options are not transferable.
- (b) Options may be exercised only by:
 - i. the Participant to whom the Options were granted; or

- ii. (A) upon the Participant's death, by the legal representative of the Participant's estate; or
(B) upon the Participant becoming mentally incapable, the legal representative having authority to deal with the property of the Participant;

provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Option.

- (c) A person exercising an Option may subscribe for Shares only in the person's own name or in the person's capacity as a legal representative.
- (d) Prior to the occurrence of an IPO, Shares may not be sold, traded, pledged or otherwise dealt with or disposed of to a third party without the prior written approval of the Board.

15. Adjustment of Options

- (a) In the event of any subdivision, re-division or other similar change in the Shares at any time prior to the termination of an Option into a greater number of Shares, the Corporation shall deliver at the time of any exercise thereafter of an Option such additional number of Shares as would have resulted from such subdivision, re-division or change if such exercise of an Option had taken place prior to the date of such subdivision, re-division or change and the Exercise Price for such Shares shall be adjusted accordingly.
- (b) In the event of any merger, consolidation, recapitalization or other similar corporate change affecting the Shares at any time prior to the termination of an Option, the Board shall make such adjustments as each deems equitable to the number and kind of shares or other property to be delivered by the Corporation on any exercise thereafter of an Option, the Exercise Price of an Option and any other term of the Option as it deems necessary to prevent the dilution or enlargement of the rights of Participants thereunder
- (c) No fractional Shares shall be issued upon the exercise of an Option. If, as a result of any adjustment under this section 15, a Participant would be entitled to a fractional Share, the Participant shall have the right to acquire only the adjusted number of full Shares and no payment or other adjustment shall be made with respect to the fractional Shares so disregarded.

16. Change in Control

- (a) Notwithstanding anything else in this Plan or any Stock Option Agreement, the Board has the right to provide for the conversion or exchange of any outstanding Options into or for options, rights or other securities in any entity participating in or resulting from a Change in Control (as defined below).

- (b) Upon the Corporation entering into an agreement relating to, or otherwise becoming aware of, a transaction which, if completed, would result in a Change in Control, the Corporation shall give written notice of the proposed Change in Control to all Participants for which Options have been granted (the “**Optionees**”), together with a description of the effect of such Change in Control on outstanding Options, not less than 14 days prior to the closing of the transaction resulting in the Change in Control.
- (c) The Board may, in its sole discretion, accelerate the vesting of any or all outstanding Options to provide that, notwithstanding the vesting provisions of such Options or any Stock Option Agreement, such outstanding Options shall be fully vested and conditionally exercisable upon (or prior to) the completion of the Change in Control provided that the Board shall not, in any case, authorize the exercise of Options pursuant to this Section beyond the expiry date of the Options. If the Board elects to accelerate the vesting of the Options, then if any of such Options are not exercised within 14 days after the Optionees are given the notice contemplated in Section 16(b), such unexercised Options shall terminate and expire upon the completion of the proposed Change in Control. If, for any reason, the Change in Control does not occur within the contemplated time period, the acceleration of the vesting of the Options shall be retracted and vesting shall instead revert to the manner provided in the Stock Option Agreement.
- (d) To the extent that the Change in Control would also result in a capital reorganization, arrangement, amalgamation or reclassification of the share capital of the Corporation and the Board does not accelerate the vesting of Options pursuant to Section 16(c), the Corporation shall make adequate provisions to ensure that, upon completion of the proposed Change in Control, the number and kind of shares subject to outstanding Options and/or the Exercise Price per share of Options shall be appropriately adjusted in such manner as the Board considers equitable to prevent substantial dilution or enlargement of the rights granted to Optionees. The Board may make changes to the terms of the Options or the Plan to the extent necessary or desirable to comply with any rules, regulations or policies of any stock exchange on which the Common Shares may be listed following an IPO, provided that the value of previously granted Options and the rights of Participants are not materially adversely affected by any such changes.
- (e) For purposes of this Agreement, a “**Change in Control**” means the occurrence of any merger, amalgamation, arrangement, reorganization, consolidation or other transaction or series of related transactions involving the Corporation with another corporation, or an arrangement, pursuant to which the holders of voting securities of the Corporation immediately prior to the transaction hold, immediately after such transaction, directly or indirectly, less than 50% of the voting power to elect directors of the corporation resulting from the transaction.

17. Alterations in Plan

The Board or the Administrators may at any time or from time to time alter, amend, vary, suspend, terminate or cancel the Plan.

18. Termination of Plan

The Board may terminate the Plan at any time in its discretion. If the Plan is so terminated, no further Options shall be granted but, subject to Section 8, the Options then outstanding shall continue in full force and effect in accordance with the provisions set out above.

19. Compliance with Statutes and Regulations

The granting of Options and the sale of Shares under the Plan shall be carried out in compliance with applicable statutes and with the regulations of governmental authorities.

20. Participant's Entitlement

Except as otherwise provided in this Plan, Options previously granted under this Plan, whether or not then exercisable, are not affected by any change in the relationship between, or ownership of, the Corporation and any affiliated corporation. For greater certainty, all Options remain valid and exercisable in accordance with the terms and conditions of this Plan and are not affected by reason only that, at any time, an affiliated corporation ceases to be an affiliated corporation.

21. Withholding Taxes

The exercise of each Option granted under this Plan is subject to the condition that if at any time the Corporation determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such exercise, such exercise is not effective unless such withholding has been effected to the satisfaction of the Corporation. In such circumstances, the Corporation may require that a Participant pay to the Corporation, in addition to and in the same manner as the Exercise Price for the Shares, such amount as the Corporation is obliged to remit to the relevant taxing authority in respect of the exercise of the Option. Any such additional payment is due no later than the date as of which any amount with respect to the Option exercised first becomes includable in the gross income of the Participant for tax purposes.

22. Rights of Participant

No Participant has any claim or right to be granted an Option (including, without limitation, an Option granted in substitution for any Option that has expired pursuant to the terms of this Plan), and the granting of any Option is not to be construed as giving a Participant a right to remain in the employ of the Corporation or an affiliated corporation. No Participant has any rights as a shareholder of the Corporation in respect of Shares issuable on the exercise of rights to acquire Shares under any Option until the allotment and issuance to the Participant of certificates representing such Shares.

23. Indemnification

Every member of the Board (each, a “**Director**”) will at all times be indemnified and saved harmless by the Corporation from and against all costs, charges and expenses whatsoever including any income tax liability arising from any such indemnification, that such Director may sustain or incur by reason of any action, suit or proceeding, taken or threatened against the Director, otherwise than by the Corporation, for or in respect of any act done or omitted by the Director in respect of this Plan, such costs, charges and expenses to include any amount paid to settle such action, suit or proceeding or in satisfaction of any judgement rendered therein. This indemnification is in addition to any rights of indemnification a Director may have under the by-laws of the Corporation, any agreement, any vote of shareholders or disinterested directors or otherwise.

24. Participation in the Plan

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute condition of employment nor a commitment on the part of the Corporation to ensure the continued employment of such Participant. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Shares. The Corporation does not assume responsibility for the income or other tax consequences for the Participants and they are advised to consult with their own tax advisors.

25. Governing Law

The Plan, and determinations made and actions taken in connection with the Plan, shall be governed by the laws of the Province of Quebec and the federal laws of Canada and construed in accordance therewith.

26. Language

The parties hereto acknowledge that they are satisfied that this Plan and all related documents be drawn up in the English language. *Les parties aux presentes acceptent que le present plan et les documents qui y sont relatifs soient rediges en anglais.*

APPROVED as of November 16, 2021.

SCHEDULE 1

VALENCE DISCOVERY INC. FORM OF STOCK OPTION AGREEMENT

WHEREAS Valence Discovery Inc. (the “**Corporation**”) wishes to provide to • (the “**Participant**”) a performance incentive for continued and improved service within the Corporation or its subsidiaries.

NOW THEREFORE this agreement is entered into this • day ••• (the “**Date of Grant**”) between the Corporation and the Participant pursuant to the Stock Option Plan (the “**Plan**”) implemented by the Corporation effective November 16, 2021, a copy of which is annexed hereto.

1. Pursuant to the Plan, the Corporation hereby grants non-assignable, non-transferable options (collectively, the “**Options**”) to acquire • [number] Shares (as defined in the Plan) at an exercise price of S• per Share (the “**Exercise Price**”) and agrees to issue Shares to the Participant in accordance with the terms of the Plan upon the due exercise of the Options.
2. The Options will vest and be exercisable as follows:

Fraction of Total Number of Shares that

may be Purchased Exercise Period

- | | |
|---|--|
| * | From the first anniversary of the Date of Grant to and including the tenth (10th) anniversary of the Date of Grant; |
| * | From the end of each month following the first anniversary of the Date of Grant to and including the tenth (10th) anniversary of the Date of Grant; and

with the result that all of the Options subject to the grant shall be vested and all Shares subject to such Options may be purchased as of the fourth anniversary of the Date of Grant to and including the tenth (10th) anniversary of the Date of Grant |

3. The exercise of the Options granted hereby, issuance of Shares and ownership of the Shares are subject to the terms and conditions of the Plan (all of which are incorporated into and form part of this Stock Option Agreement) and this Stock Option Agreement.
4. The Participant hereby acknowledges that the Corporation may, as a condition to the exercise of the Options, require that the Participant execute and deliver a voting trust agreement in a form acceptable to the Board relating to the Shares so issued.

5. Nothing in the Plan or in this Stock Option Agreement will affect the Corporation's right, or that of an affiliated corporation, to terminate the employment of, term of office of, or consulting agreement or arrangement with a Participant at any time for any reason whatsoever. Upon such termination, a Participant's rights to exercise Options will be subject to restrictions and time limits for the exercise of Options. Complete details of such restrictions are set out in the Plan, and in particular in Section 8 thereof.
6. Each notice relating to the Option, including the exercise thereof, must be in writing. **All** notices to the Corporation must be delivered personally or by prepaid registered mail and must be addressed to the secretary of the Corporation. All notices to the Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally, on the date of delivery, and if sent by prepaid, registered mail, on the fifth business day following the date of mailing. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.
7. The Participant hereby agrees that:
 - (a) any rule, regulation or determination, including the interpretation by the Board or the Administrators of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all persons including the Corporation and the Participant; and
 - (b) the grant of the Option does not affect in any way the right of the Corporation or any affiliated corporation to terminate the employment of the Participant.
8. This Stock Option Agreement shall be binding upon and inure to the benefit of the Corporation, its successors and assigns and the Participant and the legal representative of the Participant's estate and any other person who acquires Shares by bequest or inheritance.
9. By executing this Stock Option Agreement, the Participant confirms and acknowledges that the Participant has not been induced to enter into this agreement or acquire any Options by expectation of employment or continued employment with the Corporation or its subsidiaries.
10. This Stock Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

[Signatures on next page]

VALENCE DISCOVERY INC.

Per: __

Authorized Signatory

EXHIBIT A

FORM OF NOTICE TO EXERCISE

TO: The Secretary of Valence Discovery Inc. (the “**Corporation**”)

The undersigned hereby elects to purchase ___ Shares (as defined in the Stock Option Plan of the Corporation dated November 16, 2021 (the “**Plan**”) pursuant to the terms of the stock option agreement [Date of the Option Agreement] (the “**Option Agreement**”) between the undersigned and the Corporation, and tenders herewith payment in full of the purchase price thereof. The undersigned acknowledges that the issuance of Shares upon this exercise is conditional upon the undersigned becoming a party to any existing shareholders’ agreement and/or any other agreement or voting trust as may be required by the Board, in its sole discretion, and the undersigned hereby agrees to execute and be bound by any such agreements at the request of the Board.

[OR, if exercise is concurrent with the IPO:

Contingent upon and effective immediately upon the occurrence of the IPO (as that term is defined in the Plan incorporated by reference into the Option Agreement), the undersigned hereby elects to purchase • Shares pursuant to the terms of the Option Agreement, and tenders herewith payment in full of the purchase price thereof.

[OR, if exercise is after the IPO:

The undersigned hereby elects to purchase • Shares pursuant to the terms of the Option Agreement, and tenders herewith payment in full of the purchase price thereof.

Please issue a certificate or certificates representing the Shares in the name of the undersigned whose address is as follows:

Dated this __ day of ____

(Signature of Participant)

(Name of Participant - Please Print)

**WILSON
SONSINI**

Wilson Sonsini Goodrich & Rosati
Professional Corporation
701 Fifth Avenue
Suite 5100
Seattle, Washington 98104-7036
o: 206.883.2500
f: 206.883.2699

May 17, 2023

Recursion Pharmaceuticals, Inc.
41 S Rio Grande Street
Salt Lake City, Utah 84101

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "Registration Statement") to be filed by Recursion Pharmaceuticals, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission on or about the date hereof, relating to the registration under the Securities Act of 1933, as amended, of 766,461 shares of your Class A common stock, par value \$0.00001 per share (the "Shares"), that are issuable pursuant to currently outstanding options under the Valence Discovery Inc. Stock Option Plan dated April 17, 2018 as amended and restated on November 16, 2021 (the "Plan"). As your legal counsel, we have reviewed the actions proposed to be taken by you in connection with the issuance and sale of the Shares to be issued under the Plan.

It is our opinion that the Shares, when issued and sold in the manner referred to in the Plan and pursuant to the agreements that accompany the Plan, will be legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement and any amendments thereto.

Very truly yours,

/s/ Wilson Sonsini Goodrich & Rosati, P.C.
WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

AUSTIN BEIJING BOSTON BRUSSELS HONG KONG LONDON LOS ANGELES NEW YORK PALO ALTO
SAN DIEGO SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, DC WILMINGTON, DE

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 pertaining to the Valence Discovery Inc. Stock Option Plan of our reports dated February 27, 2023, with respect to the consolidated financial statements and the effectiveness of internal control over financial reporting of Recursion Pharmaceuticals, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2022, filed with the Securities Exchange Commission.

/s/ Ernst & Young LLP

Salt Lake City, Utah
May 17, 2023