UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2026

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number:
000-50679

CORCEPT THERAPEUTICS INCORPORATED

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**77-0487658**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

101 Redwood Shores Parkway
Redwood City, CA 94065
(Address of principal executive offices, including zip code)

(650) 327-3270
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.001 par value	CORT	The Nasdaq Capital Market

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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	☒	Accelerated filer	☐
Non-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 pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

On October 22, 2026, there were 109,443,109 shares of common stock outstanding at a par value of $0.001 per share.

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands)

	September 30, 2026	December 31, 2025
	(Unaudited)	(See Note 1)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 98,720	$ 120,495
Short-term marketable securities	271,983	251,657
Trade receivables, net of allowances	111,061	59,786
Inventory	11,907	12,868
Prepaid expenses and other current assets	40,203	40,658
Total current assets	533,874	485,464
Strategic inventory	25,662	11,094
Operating lease right-of-use asset	6,517	4,583
Property and equipment, net	4,939	1,890
Long-term marketable securities	291,604	160,270
Other assets	2,362	5,153
Deferred tax assets, net	169,069	168,197
Total assets	$ 1,034,027	$ 836,651
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 21,924	$ 40,444
Accrued research and development expenses	18,049	33,954
Accrued and other liabilities	135,678	90,603
Short-term operating lease liability	2,024	1,084
Total current liabilities	177,675	166,085
Long-term operating lease liability	6,967	5,023
Long-term accrued government rebates	—	2,562
Long-term accrued income taxes	15,645	15,176
Total liabilities	200,287	188,846
Commitments and contingencies (Note 4)		
Stockholders' equity:		
Preferred stock	—	—
Common stock	144	140
Treasury stock	(1,065,705)	(966,586)
Additional paid-in capital	1,119,415	968,600
Accumulated other comprehensive (loss) income	(1,505)	2,264
Retained earnings	781,391	643,387
Total stockholders' equity	833,740	647,805
Total liabilities and stockholders' equity	$ 1,034,027	$ 836,651

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED STATEMENTS OF INCOME

(Unaudited)

(In thousands, except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
Product revenue, net	340,472	207,638	761,522	559,282
Operating expenses:				
Cost of sales	4,608	4,596	11,552	10,432
Research and development	56,709	68,846	176,864	190,052
Selling, general and administrative	164,431	123,977	466,683	318,488
Total operating expenses	225,748	197,419	655,099	518,972
Income from operations	114,724	10,219	106,423	40,310
Interest and other income	5,583	5,024	15,100	16,243
Income before income taxes	120,307	15,243	121,523	56,553
Income tax benefit	6,471	4,425	16,481	18,811
Net income	126,778	19,668	138,004	75,364
Net income attributable to common stockholders	124,489	19,359	135,459	74,267
Basic net income per common share	$ 1.17	$ 0.19	$ 1.28	$ 0.71
Diluted net income per common share	$ 1.01	$ 0.16	$ 1.13	$ 0.62
Weighted-average shares outstanding used in computing net income per common share				
Basic	106,628	103,545	105,488	103,919
Diluted	123,201	119,439	119,407	119,981

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(Unaudited)

(In thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
Net income	126,778	19,668	138,004	75,364
Other comprehensive income:				
Unrealized (loss) gain on available-for-sale investments, net of tax effect of $0, $(116), $253 and $(270), respectively	(2,019)	370	(3,597)	1,084
Foreign currency translation gain (loss)	78	(320)	(172)	1,474
Total comprehensive income	$ 124,837	$ 19,718	$ 134,235	$ 77,922

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Nine Months Ended September 30,	
	2026	**2025**
Cash flows from operating activities:		
Net income	$ 138,004	$ 75,364
Adjustments to reconcile net income to net cash provided by operating activities:		
Stock-based compensation	81,902	63,732
Accretion of marketable securities, net	(2,263)	(4,010)
Depreciation and amortization	2,487	1,408
Deferred income taxes	(618)	(22,355)
Changes in operating assets and liabilities:		
Trade receivables	(51,275)	(15,653)
Inventory	(12,595)	(7,964)
Prepaid expenses and other current assets	2,396	(17,132)
Accounts payable	(18,535)	19,070
Accrued research and development expenses	(15,905)	(5,546)
Accrued and other liabilities, current and non-current	36,064	16,634
Net cash provided by operating activities	159,662	103,548
Cash flows from investing activities:		
Purchases of property and equipment	(3,438)	(161)
Proceeds from sales and maturities of marketable securities	216,352	257,536
Purchases of marketable securities	(369,600)	(175,774)
Net cash (used in) provided by investing activities	(156,686)	81,601
Cash flows from financing activities:		
Proceeds from stock option exercises, net of issuance costs	26,689	13,008
Proceeds from purchases under the Employee Stock Purchase Plan (“ESPP”)	9,059	7,160
Repurchases of common stock in connection with Stock Repurchase Program	(5,745)	(172,915)
Cash paid to satisfy statutory withholding requirement for net settlement of cashless option exercises and vesting of restricted stock grants	(55,165)	(36,403)
Net cash used in financing activities	(25,162)	(189,150)
Net effect of exchange rate changes on cash, cash equivalents and restricted cash	(172)	1,474
Net decrease in cash, cash equivalents and restricted cash	(22,358)	(2,527)
Cash, cash equivalents and restricted cash, at beginning of period	121,745	128,665
Cash, cash equivalents and restricted cash, at end of period	$ 99,387	$ 126,138
Supplemental disclosure:		
Exercise cost of shares repurchased for net settlement of cashless option exercises	$ 38,554	$ 17,799
Reconciliation of cash, cash equivalents and restricted cash		
Cash and cash equivalents	$ 98,720	$ 125,138
Restricted cash included in Other assets	667	1,000
Cash, cash equivalents and restricted cash, at end of period	$ 99,387	$ 126,138

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(Unaudited)

(In thousands)

	Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Stockholders' Equity
	Shares	Amount					
Balance at December 31, 2025	105,966	$ 140	$ 968,600	$ (966,586)	$ 2,264	$ 643,387	$ 647,805
Issuance of common stock under incentive award plan	1,626	1	10,861	—	—	—	10,862
Shares tendered to satisfy cost and statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock	(264)	—	—	(10,102)	—	—	(10,102)
Stock-based compensation	—	—	21,714	—	—	—	21,714
Vesting of RSAs in connection with ESPP	—	—	815	—	—	—	815
Other comprehensive loss, net of tax	—	—	—	—	(1,346)	—	(1,346)
Net loss	—	—	—	—	—	(31,761)	(31,761)
Balance at March 31, 2026	107,328	$ 141	$ 1,001,990	$ (976,688)	$ 918	$ 611,626	$ 637,987
Issuance of common stock under incentive award plan, net of issuance costs	913	1	19,409	—	—	—	19,410
Shares tendered to satisfy cost and statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock	(320)	—	—	(21,325)	—	—	(21,325)
Stock-based compensation	—	—	24,467	—	—	—	24,467
Vesting of RSAs in connection with ESPP	—	—	2,732	—	—	—	2,732
Other comprehensive loss, net of tax	—	—	—	—	(482)	—	(482)
Net income	—	—	—	—	—	42,987	42,987
Balance at June 30, 2026	107,921	$ 142	$ 1,048,598	$ (998,013)	$ 436	$ 654,613	$ 705,776
Issuance of common stock under incentive award plan, net of issuance costs	2,052	2	44,028	—	—	—	44,030
Shares tendered to satisfy cost and statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock	(556)	—	—	(61,947)	—	—	(61,947)
Repurchase of common stock in connection with Stock Repurchase Program	(52)	—	—	(5,745)	—	—	(5,745)
Stock-based compensation	—	—	24,058	—	—	—	24,058
Vesting of RSAs in connection with ESPP	—	—	2,731	—	—	—	2,731
Other comprehensive loss, net of tax	—	—	—	—	(1,941)	—	(1,941)
Net income	—	—	—	—	—	126,778	126,778
Balance at September 30, 2026	109,365	$ 144	$ 1,119,415	$ (1,065,705)	$ (1,505)	$ 781,391	$ 833,740

The accompanying notes are an integral part of these condensed consolidated financial statements.

	Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total Stockholders' Equity
	Shares	Amount					
Balance at December 31, 2024	105,113	$ 136	$ 832,108	$ (696,173)	$ (217)	$ 543,735	$ 679,589
Issuance of common stock under incentive award plan	1,712	1	12,899	—	—	—	12,900
Shares tendered to satisfy cost and statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock	(341)	—	—	(21,086)	—	—	(21,086)
Repurchase of common stock in connection with Stock Repurchase Program	(500)	—	—	(27,433)	—	—	(27,433)
Stock-based compensation	—	—	15,687	—	—	—	15,687
Vesting of RSAs in connection with ESPP	—	—	2,172	—	—	—	2,172
Other comprehensive income, net of tax	—	—	—	—	909	—	909
Net income	—	—	—	—	—	20,547	20,547
Balance at March 31, 2025	105,984	$ 137	$ 862,866	$ (744,692)	$ 692	$ 564,282	$ 683,285
Issuance of common stock under incentive award plan	1,048	1	15,122	—	—	—	15,123
Shares tendered to satisfy cost and statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock	(262)	—	—	(19,221)	—	—	(19,221)
Repurchase of common stock in connection with Stock Repurchase Program	(1,482)	—	—	(103,018)	—	—	(103,018)
Stock-based compensation	—	—	19,427	—	—	—	19,427
Vesting of RSAs in connection with ESPP	—	—	3,449	—	—	—	3,449
Other comprehensive income, net of tax	—	—	—	—	1,599	—	1,599
Net income	—	—	—	—	—	35,149	35,149
Balance at June 30, 2025	105,288	$ 138	$ 900,864	$ (866,931)	$ 2,291	$ 599,431	$ 635,793
Issuance of common stock under incentive award plan	640	1	9,943	—	—	—	9,944
Shares tendered to satisfy cost and statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock	(194)	—	—	(13,895)	—	—	(13,895)
Repurchase of common stock in connection with Stock Repurchase Program	(610)	—	—	(42,464)	—	—	(42,464)
Stock-based compensation	—	—	20,386	—	—	—	20,386
Vesting of RSAs in connection with ESPP	—	—	2,420	—	—	—	2,420
Other comprehensive income, net of tax	—	—	—	—	50	—	50
Net income	—	—	—	—	—	19,668	19,668
Balance at September 30, 2025	105,124	$ 139	$ 933,613	$ (923,290)	$ 2,341	$ 619,099	$ 631,902

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation and Summary of Significant Accounting Policies

Description of Business

Corcept Therapeutics Incorporated (collectively, "Corcept," the "Company," "we," "us," and "our") is a commercial-stage biopharmaceutical company engaged in the discovery and development of medications to treat severe endocrinologic, oncologic, metabolic and neurologic disorders by modulating the effects of the hormone cortisol. In 2012, the United States Food and Drug Administration ("FDA") approved Korlym® ("mifepristone") 300 mg tablets, as a once-daily oral medication for the treatment of hyperglycemia secondary to hypercortisolism in adult patients with endogenous Cushing's syndrome who have type 2 diabetes mellitus or glucose intolerance and have failed surgery or are not candidates for surgery. In June 2024, we made an authorized generic version of Korlym available. In March 2026, the FDA approved Lifyorli® (relacorilant) in combination with the chemotherapy medication nab-paclitaxel as a treatment for patients with platinum-resistant epithelial ovarian, fallopian tube, or primary peritoneal cancer who have received one to three prior systemic treatment regimens, at least one of which included bevacizumab. In April 2026, we began selling and distributing Lifyorli in the United States. We have discovered and patented five structurally distinct series of selective cortisol modulators, consisting of more than 1,000 compounds. We are developing compounds from these series as potential treatments for a broad range of serious disorders.

We were incorporated in the State of Delaware in May 1998. Our headquarters is located in Redwood City, California.

Basis of Presentation

We have prepared the following in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X: (i) condensed consolidated balance sheet as of September 30, 2026 and (ii) condensed consolidated statements of income, comprehensive income, cash flows and stockholders' equity for the three- and nine-month periods ended September 30, 2026 and 2025. These do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation (which in the applicable periods consist only of normal, recurring adjustments) have been included. Operating results for the three- and nine-month periods ended September 30, 2026 are not necessarily indicative of the results for the remainder of 2026 or any other period. These financial statements and notes should be read in conjunction with the financial statements for the year ended December 31, 2025 included in our Annual Report on Form 10-K. The December 31, 2025 balance sheet was derived from audited financial statements at that date.

Segment Reporting

Based on the way we organize our business, make decisions, allocate resources and assess performance, we have determined that Corcept has a single reportable segment – the discovery, development and commercialization of pharmaceutical products. Our Chief Executive Officer, Joseph K. Belanoff, M.D., is the Chief Operating Decision Maker ("CODM"), with ultimate responsibility for its activities and performance. He bases his decisions as CODM on regular reviews of our consolidated balance sheets (including cash and cash equivalents, investments and liabilities), statements of income (including revenue, expense and net income), statements of cash flows, and regular reviews of expenses that are consistent with those disclosed in our consolidated statements of income.

Net Product Revenue

We sell Korlym and our authorized generic version of Korlym (our "Hypercortisolism Products") and Lifyorli (collectively with our Hypercortisolism Products, our "Products") in the United States through specialty pharmacies and specialty distributors. We sell our Products directly to patients through specialty pharmacies and hospitals and other purchasers through specialty distributors. We recognize revenue for sales directly to patients at the time the patient receives the medication. We recognize revenue from sales to specialty distributors at the time the specialty distributor receives the medication.

To determine revenue from the sale of our Products, we (i) identify our contract with each customer; (ii) identify the obligations of Corcept under the contract; (iii) determine the transaction price; (iv) allocate the transaction price to our performance obligation under the contracts, which is to deliver the Products to the customers; and (v) recognize revenue once our Products have been delivered and control has transferred to the customer. We recognize revenue provided we deem it probable that we will collect the payment due to us.

Confirmation of coverage by private or government insurance or by a third-party charity is a prerequisite for selling our Products to a patient through the specialty pharmacy channel.

To determine net product revenue, we deduct from gross sales the cost of our patient co-pay assistance programs and our estimates of government chargebacks and rebates, prompt-payment discounts, distribution and administrative fees, voucher assistance and reserves for expected returns, as applicable to each product and channel. We record these estimates at the time we recognize revenue and update them as new information becomes available. Our estimates take into account our understanding of the range of possible outcomes. If results differ from our estimates, we adjust our estimates, which changes our net product revenue and earnings. We report any changes in the period they become known, even if they concern transactions occurring in prior periods.

Government Rebates: Our Products are eligible for purchase by, or qualify for reimbursement from, Medicaid, Medicare and other government programs that are eligible for rebates on the price they pay for our Products. To determine the appropriate amount to reserve against these rebates, we identify or estimate Products sold to specialty distributors and patients covered by government-funded programs, apply the applicable government discount to these sales, then estimate utilization of such programs by government payors. We (i) deduct this reserve from revenue in the period to which the rebates relate and (ii) include in accrued expenses on our condensed consolidated balance sheet current or long-term liabilities of an equal amount.

Chargebacks: Although we sell our Products to the specialty distributors at full price, some of the government entities to which the specialty distributors sell receive a negotiated price. The specialty distributors recover the full amount of any related price differences by reducing their payments to us (this reduction is called a "chargeback"). To date, chargebacks for our Hypercortisolism Products have not been material. For Lifyorli, hospitals, clinics, government purchasers and other eligible entities may purchase Lifyorli at contractually or statutorily negotiated prices. We estimate these related chargebacks based on applicable contractual or statutory requirements, expected utilization, claims activity and available product-specific or other informative data. These estimates are recorded as reductions in revenue for the period in which the related revenue is recognized, with a corresponding liability included in accrued expenses.

Discounts, Distribution Fees, Patient Assistance Programs and Charitable Support: We provide prompt-payment discounts and in some cases pay distribution, administrative, data or other fees in connection with the distribution of our Products, particularly those sold through specialty distributors. We also offer financial assistance to eligible patients whose insurance policies have high deductibles or co-payments. We determine the assistance we provide each patient by applying our program guidelines to that patient's financial position and the patient's insurance policy's co-payment and deductible requirements. We deduct any fees we pay or patient assistance we provide from gross revenue. We provide prompt-payment discounts and pay distribution and administrative fees in connection with sales of Lifyorli. We also provide copay and voucher assistance to eligible commercially-insured patients. We record these amounts as reductions in revenue based on contractual terms, expected payment behavior, actual and expected claims activity and other available information.

For our Hypercortisolism Products, we donate cash to charities that help patients with financial need pay for treatment, including treatment of Cushing's syndrome. We do not include payments from these charities in revenue, but record our donations as a deduction to selling, general and administrative expenses. We also provide our Hypercortisolism Products at no cost to eligible patients through patient assistance, replacement or starter programs. We do not recognize revenue for free product dispensed under these programs and record the cost of these products as selling, general and administrative expenses.

We also provide Lifyorli at no cost to eligible patients through patient assistance and starter drug programs. We do not recognize revenue for free product dispensed under these programs and record the cost of these products as selling, general and administrative expenses.

Sales Returns: Federal law prohibits the return of Products sold to patients through the specialty pharmacies. Sales to our specialty distributors are subject to return under our returned goods policy. We deduct the amount of Products we estimate each distributor will return from each period's gross revenue. We base our estimates on quantitative and qualitative information including, but not limited to, that distributor's historical return rates, the amount of Products held by that distributor and projected demand. To date, returns have not been material.

There have been no other material changes or additions to the significant accounting policies described in our Annual Report on Form 10-K for the year ended December 31, 2025.

Recently Issued Accounting Pronouncements Not Yet Adopted

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2024-03, which requires additional information about certain expense categories in the notes to financial statements. This ASU is effective for public companies with annual periods beginning after December 15, 2026, with early adoption permitted.

We plan to adopt this guidance for the fiscal year ending December 31, 2027. We are evaluating the effects adoption of this guidance will have on our condensed consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06, which improves the accounting for internal software by eliminating the concept of development stages and requiring capitalization of software costs once management has authorized and committed funding for the project and it is probable the project will be completed and placed in service as intended. This ASU is effective for public companies with annual periods beginning after December 15, 2027, with early adoption permitted. We plan to adopt this guidance for the fiscal year ending December 31, 2028. We are evaluating the effects adoption of this guidance will have on our condensed consolidated financial statements.

In December 2025, the FASB issued ASU No. 2025-11, which amends ASC 270, *Interim Reporting* ("ASC 270") to clarify the scope, form, and content of interim financial statements and centralize interim disclosure requirements within ASC 270. This ASU requires entities to disclose material events and changes occurring since the last annual reporting period and clarifies the preparation and presentation of condensed interim financial information. This ASU is effective for public companies for interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. Although we have not concluded our analysis, we do not expect adoption of this guidance to have a material impact on our condensed consolidated financial statements.

Although there were several other new accounting pronouncements issued by the FASB during the three and nine months ended September 30, 2026, we do not believe any of them had or will have a material impact on the condensed consolidated financial statements.

2. Composition of Certain Balance Sheet Items

Inventory

	September 30, 2026	December 31, 2025
	(in thousands)	
Raw materials	$ —	$ 847
Work in progress	18,740	13,703
Finished goods	18,829	9,412
Total inventory	37,569	23,962
Less strategic inventory classified as non-current	(25,662)	(11,094)
Total inventory classified as current	$ 11,907	$ 12,868

We have purchased and hold significant quantities of active pharmaceutical ingredient ("API") for our Products, which are included in raw materials and work in progress inventory. As of September 30, 2026, total inventory consisted of $27.4 million of our Hypercortisolism Products and $10.2 million of Lifyorli, compared to $24.0 million for our Hypercortisolism Products as of December 31, 2025. We classify inventory we do not expect to utilize within 12 months of the balance sheet date as "strategic inventory," a non-current asset.

Prior to receiving regulatory approval, we record the cost of manufacturing our product candidates as research and development expense at the time it is incurred. We capitalize manufacturing costs incurred after regulatory approval as inventory.

Prepaid expenses and other current assets

	September 30, 2026	December 31, 2025
	(in thousands)	
Prepaid expenses	$ 15,228	$ 8,688
Clinical deposits	6,489	5,238
Deferred clinical materials	6,066	5,061
Prepaid income taxes	5,215	14,569
Other current assets	7,205	7,102
Total prepaid expenses and other current assets	$ 40,203	$ 40,658

Accrued and other liabilities

	September 30, 2026	December 31, 2025
	(in thousands)	
Accrued compensation	$ 52,756	$ 37,400
Short-term accrued government rebates	52,496	35,679
Accrued selling and marketing costs	14,310	10,610
Accrued legal fees	7,062	2,241
Other	9,054	4,673
Total accrued and other liabilities	$ 135,678	$ 90,603

3. Available-for-Sale Marketable Securities and Fair Value Measurements

The available-for-sale securities in our condensed consolidated balance sheets are as follows:

	September 30, 2026	December 31, 2025
	(in thousands)	
Cash equivalents	$ 68,059	$ 99,768
Short-term marketable securities	271,983	251,657
Long-term marketable securities	291,604	160,270
Total marketable securities	$ 631,646	$ 511,695

The following table presents our available-for-sale securities grouped by asset type:

		September 30, 2026				December 31, 2025			
	Fair Value Hierarchy Level	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
		(in thousands)							
Corporate bonds	Level 2	$ 400,903	$ 10	$ (1,334)	$ 399,579	$ 337,164	$ 772	$ (2)	$ 337,934
Commercial paper	Level 2	34,988	1	(42)	34,947	—	—	—	—
U.S. government agency securities	Level 2	83,796	—	(616)	83,180	53,990	28	—	54,018
U.S. Treasury securities	Level 1	46,021	4	(144)	45,881	19,957	18	—	19,975
Money market funds	Level 1	68,059	—	—	68,059	99,768	—	—	99,768
Total marketable securities		$ 633,767	$ 15	$ (2,136)	$ 631,646	$ 510,879	$ 818	$ (2)	$ 511,695

We estimate the fair value of marketable securities classified as Level 1 using quoted market prices obtained from a commercial pricing service for these or identical investments. We estimate the fair value of marketable securities classified as Level 2 using inputs that may include benchmark yields, reported trades, broker/dealer quotes and issuer spreads.

We periodically review our debt securities to determine if any of our investments is impaired due to the issuer's poor credit or other reasons. If the fair value of our investment is less than our amortized cost, we evaluate quantitative and subjective factors – including, but not limited to, the nature of the security, changes in credit ratings and analyst reports concerning the security's issuer and industry, and interest rate fluctuations and general market conditions – to determine whether an allowance for credit losses is appropriate.

None of our investments, including those with unrealized losses, are impaired. Unrealized losses on our investments are due to interest rate fluctuations. It is unlikely that we will sell any investments with significant unrealized losses before recovery of their amortized cost basis, which may be at maturity. Accordingly, we have not recorded an allowance for credit losses for these investments.

We classified accrued interest on our marketable securities of $4.8 million and $4.1 million as of September 30, 2026 and December 31, 2025, respectively, as prepaid expenses and other current assets on our condensed consolidated balance sheets.

As of September 30, 2026, all of our long-term marketable securities had original maturities of no more than 25 months and all of our marketable securities classified as short-term have maturities of less than one year. The weighted-average maturity of our short-term and long-term marketable securities was 11 months. As of September 30, 2026, our long-term marketable securities had remaining maturities between 13 months and 24 months. None of our marketable securities changed from one fair value hierarchy to another during the three and nine months ended September 30, 2026.

4. Commitments and Contingencies

In March 2026, to ensure we have sufficient API to meet future demand for Korlym and our authorized generic version of Korlym, we committed to purchase an additional 1,450 kilograms of API for a total price of $10.2 million. In July 2026, we committed to purchase an additional 3,500 kilograms of API for a total price of $23.8 million.

There have been no other material changes in our obligations under contractual agreements described in our Annual Report on Form 10-K for the year ended December 31, 2025.

In the ordinary course of business, we may be subject to legal claims and regulatory actions that could have a material adverse effect on our business or our financial results. We assess our potential liability in such situations by analyzing potential outcomes under various litigation, regulatory and settlement strategies. If we determine a loss is probable and its amount can be reasonably estimated, we accrue an amount equal to the estimated loss.

To date, we have recorded no losses and no provision for a loss contingency with respect to any matter. For further information about our ongoing legal matters, see *Part II, Item 1, Legal Proceedings.*

5. Leases

In April 2024, we entered into a six-year sublease (the "Sublease") with Zuora, Inc. for office space located at 101 Redwood Shores Parkway, Redwood City, California, effective from July 1, 2024. The leased property became our new headquarters effective August 1, 2024. The portion of the premises subject to the Sublease is 50,632 rentable square feet. The Sublease commenced on June 1, 2024 due to early access rights and will end on June 30, 2030. We are obligated to pay a base rent of an average of $1.5 million annually over the term of the lease. As a result of the agreement, we recorded a right-of-use asset and corresponding lease liability related to the leased property based on the present value of future lease payments.

In December 2025, we exercised an expansion option (the "Expansion Sublease") with Zuora, Inc. for additional office space located at 101 Redwood Shores Parkway, Redwood City, California. The portion of the premises subject to the Expansion Sublease is 40,884 rentable square feet. The Expansion Sublease commenced in the first quarter of 2026 and will end on the same date as the Sublease, June 30, 2030. We are obligated to pay an additional base rent of an average of $1.0 million annually over the term of the lease. As a result of the Expansion Sublease, we recorded a right-of-use asset and corresponding lease liability related to the leased property based on the present value of future lease payments.

As the operating leases for our facilities do not provide sufficient information to determine the implicit borrowing rate, we calculated the present value of remaining lease payments using a discount rate equal to the interest rate we would pay on a collateralized loan with monthly payments and a term equal to the remaining term of our lease. Operating lease right-of-use assets also include any rent paid prior to the commencement date, less any lease incentives received. We recognize operating lease payments as expenses using the straight-line method over the term of the lease.

Operating lease expense for the three and nine months ended September 30, 2026 was $0.9 million and $2.6 million, respectively, which included variable lease costs of $0.4 million and $1.1 million, respectively, primarily related to common area maintenance and other administrative expenses. In the comparable periods in 2025, operating lease expense was $0.6 million and $1.9 million, respectively, which included variable lease costs of $0.3 million and $0.9 million, respectively.

Supplemental information related to operating leases was as follows (in thousands, except weighted average amounts):

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	2026	2025
Cash paid for operating lease liabilities	$ 617	$ 382	$ 1,412	$ 1,000
Recognition of right-of-use asset in exchange for lease liability	$ —	$ —	$ 2,868	$ —
Weighted-average remaining lease term			45 months	57 months
Weighted-average discount rate			8.3 %	8.5 %

As of September 30, 2026, future minimum lease payments under non-cancelable operating leases were as follows (in thousands):

2026 (remainder)	663
2027	2,697
2028	2,777
2029	2,861
2030	1,452
Total operating lease payments	10,450
Less imputed interest	(1,459)
Present value of operating lease liabilities	$ 8,991

6. Stock-Based Compensation

The following table summarizes our stock-based compensation by financial statement classification:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
	(in thousands)			
Capitalized stock-based compensation	$ 369	$ 141	$ 1,012	$ 392
Cost of sales	158	35	271	98
Research and development	6,893	5,839	19,502	17,557
Selling, general and administrative	22,392	17,005	62,129	46,077
Total stock-based compensation	$ 29,812	$ 23,020	$ 82,914	$ 64,124

7. Net Income Per Share

We compute our basic and diluted net income per share in conformity with the two-class method because Restricted Stock Awards ("RSAs") include voting and dividend rights and are therefore participating shares. Under the two-class method, net income is determined by allocating net income between common stock and unvested RSAs. We compute basic net income per share by dividing our net income attributable to common stockholders by the weighted-average number of common shares outstanding during the period. We compute diluted net income per share by dividing our net income attributable to common stockholders by the weighted-average number of common shares outstanding during the period, including potentially dilutive stock options and unvested Restricted Stock Units ("RSUs"), less unvested RSAs. We use the treasury stock method to determine the number of dilutive shares of common stock resulting from stock options and unvested RSUs.

The following table shows the computation of net income per share for each period:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(in thousands, except per share amounts)			
Numerator:				
Net income attributable to common stockholders	$ 124,489	$ 19,359	$ 135,459	$ 74,267
Denominator:				
Weighted-average shares used to compute basic net income per common share	106,628	103,545	105,488	103,919
Dilutive effect of employee stock options and unvested RSUs	16,573	15,894	13,919	16,062
Weighted-average shares used to compute diluted net income per common share	123,201	119,439	119,407	119,981
Net income per share attributable to common stockholders				
Basic	$ 1.17	$ 0.19	$ 1.28	$ 0.71
Diluted	$ 1.01	$ 0.16	$ 1.13	$ 0.62

We excluded from the computation of diluted net income per share, on a weighted-average basis, 0.1 million and 2.8 million stock options and RSUs outstanding during the three and nine months ended September 30, 2026, respectively, and 2.8 million and 2.3 million stock options outstanding during the three and nine months ended September 30, 2025, respectively, because including them would have been anti-dilutive.

8. Income Taxes

We recorded an income tax benefit of $6.5 million and $16.5 million for the three and nine months ended September 30, 2026, respectively, as compared to an income tax benefit of $4.4 million and $18.8 million for the comparable periods in 2025. The increase in income tax benefit during the three months ended September 30, 2026 was primarily due to an increase in stock compensation deductions as compared to the comparable period in 2025. The decrease in income tax benefit during the nine months ended September 30, 2026 was primarily due to an increase in pre-tax income in 2026 as compared to the comparable period in 2025.

Our effective tax rate differs from the federal statutory rate due to state income taxes and the non-deductible portion of our stock-based compensation, which increased our tax expense, offset by research and development credits and the excess tax deduction arising from the exercise of employee stock options, which reduced our taxable income.

During each of the three and nine months ended September 30, 2026, unrecognized tax benefits increased by $2.3 million.

Each quarter, we assess the likelihood that we will generate sufficient taxable income to use our federal and state deferred tax assets. Except for the valuation allowances that offset the value of our California net deferred tax assets, we have determined that it is more likely than not we will realize the benefit related to all other deferred tax assets. To the extent we increase a valuation allowance, we will include an expense in the Condensed Consolidated Statement of Income in the period in which such determination is made.

9. Revenue

The following table presents a summary of total product revenue, net by product:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(in thousands)			
Hypercortisolism Products	$ 249,067	$ 207,638	$ 622,553	$ 559,282
Lifyorli	91,405	—	138,969	—
Total product revenue, net	$ 340,472	$ 207,638	$ 761,522	$ 559,282

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand our results of operations and financial condition and is provided as a supplement to, and should be read in conjunction with our condensed consolidated financial statements and the accompanying notes to financial statements, risk factors and other disclosures included in this Form 10-Q. Our condensed consolidated financial statements have been prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP").

We make statements in this section that are "forward-looking" within the meaning of the federal securities laws. For a complete discussion of such statements and the potential risks and uncertainties that may affect their accuracy, see the "Risk Factors," "Overview" and "Liquidity and Capital Resources" sections of this Form 10-Q.

Overview

We are a commercial-stage company engaged in the discovery and development of medications to treat severe endocrinologic, oncologic, metabolic and neurologic disorders by modulating the effects of the hormone cortisol. We have been selling Korlym in the United States for the treatment of patients suffering from hypercortisolism (also known as "Cushing's syndrome") since 2012. In June 2024, we made an authorized generic version of Korlym available. In March 2026, the United States Food and Drug Administration ("FDA") approved Lifyorli® (relacorilant) in combination with the chemotherapy medication nab-paclitaxel as a treatment for patients with platinum-resistant epithelial ovarian, fallopian tube, or primary peritoneal cancer who have received one to three prior systemic treatment regimens, at least one of which included bevacizumab. Since April 2026, we have been selling Lifyorli in the United States. Our portfolio of proprietary selective cortisol modulators consists of five structurally distinct series totaling more than 1,000 compounds.

Hypercortisolism (Cushing's syndrome)

Our Hypercortisolism Products. We sell Korlym and our authorized generic version of Korlym (our "Hypercortisolism Products") in the United States using sales representatives to call on physicians caring for patients with hypercortisolism. We also have a field-based force of medical science liaisons. We use a specialty pharmacy vendor, Curant Health Georgia, LLC ("Curant"), to distribute our Hypercortisolism Products directly to patients and provide patients and physicians with logistical and pharmacy support. From 2017 to 2025, our specialty pharmacy was Optime Care, Inc. We use a specialty distributor to distribute our Hypercortisolism Products to hospital pharmacies and other purchasers.

Our policy is that no patient with hypercortisolism will be denied access to our medications for financial reasons. To help us achieve that goal, we have patient support programs and donate money to independent charitable foundations that help patients pay for all aspects of their hypercortisolism care, whether or not that care includes taking our Hypercortisolism Products.

Because most people who suffer from hypercortisolism are undiagnosed or inadequately treated, we have developed and continue to refine and expand programs to educate physicians and patients about screening for hypercortisolism and the role our Hypercortisolism Products can play in treating patients with the disorder. We also conduct clinical research: In 2023, we initiated our CATALYST study to determine the prevalence of hypercortisolism in patients with difficult-to-control type 2 diabetes, defined as hemoglobin A1c ("HbA1c" – a measure of glucose control that rises in people with diabetes) of 7.5 percent or higher, despite receiving optimum treatment. Of the 1,057 patients enrolled in the first phase of CATALYST, 23.8 percent were found to have hypercortisolism. These patients were offered the chance to enter CATALYST's second phase, in which 136 eligible patients were randomized 2:1 to receive either Korlym or placebo for 24 weeks. The primary endpoint of CATALYST's second phase was a reduction in HbA1c in patients who received Korlym compared to patients who received placebo. CATALYST met this primary endpoint. Patients who received Korlym exhibited a clinically meaningful and statistically significant decrease in HbA1c of 1.47 percent, compared to a decrease of 0.15 percent in patients who received placebo (p-value: <0.0001). This phase of the trial also met its secondary endpoints. Patients who received Korlym exhibited significantly greater reductions in body weight (5.1 kg; p-value: 0.001) and waist circumference (5.1 cm; p-value: 0.002) than patients who received placebo. The safety profile of Korlym in CATALYST was consistent with the medication's label: No new side effects or adverse events were identified. The findings from the CATALYST study were referenced in the March 2026 update of the American Association of Clinical Endocrinology (AACE) Consensus Statement Algorithm for Management of Adults with Type 2 Diabetes and the October 2026 update of the American Diabetes Association (ADA) and the European Association for the Study of Diabetes (EASD) consensus report, *Management of Type 2 Diabetes, 2026*.

CATALYST's results were published in *Diabetes Care* (Buse et al., April 2025 (prevalence phase) and DeFronzo et al., June 2025 (treatment phase)), the peer-reviewed journal of the American Diabetes Association.

In 2025, we conducted the MOMENTUM trial to determine the prevalence of hypercortisolism in patients with resistant hypertension. Resistant hypertension is defined by the American Heart Association as systolic blood pressure greater than 130 mm Hg and diastolic blood pressure greater than 80 mm Hg, despite the use of three or more antihypertensive medications of different classes, including a diuretic. Of the 1,086 patients enrolled in MOMENTUM, 27.3 percent were found to have hypercortisolism. MOMENTUM's results were presented at the American College of Cardiology Annual Scientific Session in March 2026.

The results of CATALYST and MOMENTUM will help physicians better identify patients with hypercortisolism and determine their optimal treatment.

Relacorilant. We are developing our proprietary, selective cortisol modulator, relacorilant, as a treatment for patients with hypercortisolism. Relacorilant shares Korlym's affinity for the glucocorticoid receptor ("GR") but, unlike Korlym, has no affinity for the progesterone receptor ("PR") and so is not the "abortion pill" and does not cause other effects associated with PR affinity, including endometrial thickening and vaginal bleeding. Because relacorilant does not meaningfully increase cortisol levels, it does not cause hypokalemia (low potassium), a potentially serious condition that is a leading cause of patients stopping treatment with Korlym. Forty-four percent of patients in Korlym's pivotal trial experienced hypokalemia. Unlike all other medications used to treat hypercortisolism, relacorilant does not prolong the heart's QT interval, a potentially deadly off-target effect.

In December 2024, we submitted a New Drug Application ("NDA") to the FDA seeking approval to market relacorilant as a treatment for patients with endogenous hypercortisolism. The NDA was based on positive results from our pivotal GRACE trial, with confirmatory evidence from our Phase 3 GRADIENT trial, our Phase 3 long-term extension study and our Phase 2 study. Patients in these trials exhibited clinically meaningful improvements in a wide range of hypercortisolism signs and symptoms, including hypertension, glucose control, excess body weight and body composition. Relacorilant has been well-tolerated in all its clinical trials. Notably, patients have not experienced some of the serious adverse events that can arise in patients taking Korlym or other currently approved treatments.

On December 30, 2025, the FDA issued a Complete Response Letter ("CRL") declining to approve relacorilant. While the letter acknowledged that the pivotal GRACE trial met its primary endpoint and that the GRADIENT trial had provided confirmatory evidence, the FDA stated that additional evidence of efficacy would be required for approval. Rather than requiring additional evidence, however, at the customary post-CRL meeting held in April 2026, the FDA asked for additional analyses of the data already submitted as part of our NDA – specifically, a global statistical test ("GST") of relacorilant's effect on three of the most common and serious symptoms of Cushing's syndrome – hypertension, hyperglycemia and excess body weight. When applied to data from a clinical trial, a GST helps determine whether the medication being studied contributed to changes in any of a set of identified measures. This statistical technique is well-suited for analyzing clinical results in patients with rare diseases, such as Cushing's syndrome, that have a wide array of symptoms, the manifestation of which vary from patient to patient. Based on the positive outcome of the requested analyses, we resubmitted our NDA to the FDA on June 17, 2026. The Prescription Drug User Fee Act target date for the FDA to complete its review is December 17, 2026.

Our pivotal GRACE trial had two parts. The first, open-label phase enrolled 152 patients with any etiology of hypercortisolism. Each patient received relacorilant for 22 weeks. Patients who exhibited pre-specified improvements in either hypertension, hyperglycemia or both symptoms were eligible to proceed to GRACE's second, double-blind, randomized withdrawal phase, in which half of the patients continued to receive relacorilant and half received placebo for 12 weeks. GRACE's primary endpoint was the number of patients in the relacorilant group who lost blood pressure control compared to the number of patients in the placebo group who lost blood pressure control.

In the open-label phase, patients experienced clinically meaningful and statistically significant improvements in a wide array of hypercortisolism signs and symptoms, including hypertension, hyperglycemia, weight, waist circumference, fat and lean body mass, cognition and Cushing's Quality of Life score. Rapid and sustained improvements in systolic blood pressure ("SBP") and diastolic blood pressure ("DBP") were observed in all patients with hypertension, measured by 24-hour ambulatory blood pressure monitoring ("ABPM"), with an improvement in mean SBP of 7.9 mm Hg and mean DBP of 5.4 mm Hg at 22 weeks (p-values: <0.0001). Sixty-three percent of patients with hypertension met the study's open-label response criteria. Hypertension improvements were even greater in patients with hypertension who entered the study's randomized withdrawal phase, with reductions in SBP of 12.6 mm Hg and DBP of 8.3 mm Hg (p-values: <0.0001).

Glucose control in GRACE was measured by several diagnostic tests, including the oral glucose tolerance test (glucose area under the curve or AUCglucose), HbA1c and fasting glucose. In the open-label phase, clinically meaningful and statistically significant improvements in glucose metabolism were observed in patients with diabetes or impaired glucose tolerance (i.e., pre-diabetes), with reductions in AUCglucose of 3.3 h*mmol/L, HbA1c of 0.3 percent and fasting glucose of 12.4 mg/dL at 22 weeks (p-values: <0.0001, 0.03, 0.03, respectively). During the open-label phase, 50 percent of patients with

hyperglycemia met the study's response criteria. Patients with hyperglycemia who entered the randomized withdrawal phase exhibited more pronounced improvements, with reductions in AUCglucose of 6.2 h*mmol/L, HbA1c of 0.7 percent and fasting glucose of 25.2 mg/dL at 22 weeks (p-values: <0.0001, <0.0001, 0.006, respectively).

GRACE met its primary endpoint. Patients with hypertension who were switched to placebo in the randomized withdrawal phase were significantly more likely to lose blood pressure control than were patients who continued to receive relacorilant (odds ratio: 0.17; p-value: 0.02). Patients who continued to receive relacorilant also maintained their improvements in hyperglycemia, waist circumference, fat and lean tissue mass, while patients who received placebo experienced a significant worsening of hypercortisolism signs and symptoms.

Our Phase 3 GRADIENT study enrolled patients with hypercortisolism caused by adrenal adenomas or adrenal hyperplasia. These patients have a more gradual decline than patients with other etiologies of hypercortisolism, although their health outcomes are ultimately poor. GRADIENT enrolled 137 patients with hypercortisolism and either hypertension, hyperglycemia or both. Patients were randomized on a double-blind basis 1:1 to receive either relacorilant or placebo for 22 weeks. The trial's primary endpoint was improvement compared to placebo in systolic blood pressure with glycemic control, weight and body composition as secondary endpoints.

Patients in GRADIENT who received relacorilant exhibited clinically meaningful improvements in a wide array of hypercortisolism signs and symptoms, including hypertension, hyperglycemia, weight and body composition, while patients who received placebo did not.

GRADIENT patients with hypertension who received relacorilant experienced a reduction in SBP, measured by 24-hour ABPM, of 6.6 mm Hg (p-value: 0.012) compared to baseline. The reduction in patients who received placebo was 2.1 mm Hg (p-value: ns) compared to baseline. The comparison between those who received relacorilant and placebo was not statistically significant. During the study, five patients who received placebo required rescue therapy with anti-hypertension medications, compared to one patient who received relacorilant.

GRADIENT patients with hyperglycemia who received relacorilant experienced clinically meaningful and statistically significant improvements in glucose metabolism, including fasting glucose (placebo-adjusted reduction of 22.2 mg/dL; p-value: 0.002), area under the curve of the oral glucose tolerance test (placebo-adjusted reduction of 2.6 h*mmol/L; p-value: 0.046) and HbA1c (placebo-adjusted reduction of 0.3 percent; p-value: 0.019), compared to those who received placebo. These patients also experienced clinically meaningful and statistically significant improvements in body weight (placebo-adjusted reduction of 3.9 kg; p-value: 0.0001) and visceral adipose fat mass and volume (p-values: 0.018 and 0.016, respectively), compared to patients who received placebo.

Relacorilant was well-tolerated in GRADIENT, with side effects consistent with its other clinical trials. The most common adverse events were mild-to-moderate nausea, edema, pain in the extremities and back, and fatigue – all symptoms associated with the "cortisol withdrawal" many patients experience when cortisol activity reverts to a more normal level, following surgery or the start of medical therapy for hypercortisolism. Importantly, there were no relacorilant-induced instances of hypokalemia, endometrial hypertrophy or drug-induced vaginal bleeding, adrenal insufficiency or QT prolongation.

Patients who completed our GRACE, GRADIENT and Phase 2 trials were eligible to enter our open-label, long-term extension study. Of the 116 patients who chose to do so, the duration of the treatment has been up to seven years. In December 2024, we announced that patients who remained in the study for 24 months exhibited, at that time, further clinically meaningful and statistically significant reductions in systolic (10.0 mm Hg; p-value: 0.012) and diastolic blood pressure (7.3 mm Hg; p-value: 0.016), compared to their blood pressure at entry into the long-term extension study. These patients had also maintained response in other cardiometabolic measures, such as glycemic control and body weight. Consistent with its known safety profile, relacorilant was well-tolerated.

The FDA and the European Commission ("EC") have designated relacorilant as an orphan drug for the treatment of hypercortisolism. In the United States, relacorilant's orphan designation confers tax credits, reduced regulatory fees and, provided we obtain approval for the treatment of patients with hypercortisolism, seven years of exclusive marketing rights. Benefits of orphan drug designation by the EC are similar but include protocol assistance from the European Medicines Agency ("EMA"), access to the centralized marketing authorization procedure in the European Union ("EU") and, if we obtain approval, ten years of exclusive marketing rights in the EU for the treatment of patients with hypercortisolism.

Oncology

Cortisol activity at the GR reduces the efficacy of certain anti-cancer therapies and there is substantial evidence that antagonizing cortisol at a solid tumor's glucocorticoid receptors may help those therapies achieve their intended effect. Cortisol suppresses the body's immune response; activating – not suppressing – the immune system is beneficial in fighting certain

cancers. In some cancers, cortisol retards cellular apoptosis – the tumor-killing effect many treatments are meant to stimulate. In other cancers, cortisol activity promotes tumor growth. Many types of solid tumors are potential targets for cortisol modulation therapy, among them ovarian, endometrial, cervical, pancreatic and prostate cancers.

Lifyorli in Combination with Chemotherapy. In March 2026, the FDA approved Lifyorli (relacorilant) in combination with the chemotherapy medication nab-paclitaxel to treat patients with platinum-resistant ovarian cancer who have received one to three prior systemic treatment regimens, at least one of which included bevacizumab. We sell Lifyorli using sales representatives to call on physicians caring for patients with platinum-resistant ovarian cancer. We also have a field-based force of medical science liaisons. We use specialty pharmacies to dispense Lifyorli directly to patients and provide logistical support to physicians and patients. We also sell Lifyorli to specialty distributors who, in turn, sell Lifyorli to community oncology practices, group purchasing organizations and hospitals. Lifyorli was added to National Comprehensive Cancer Network® Clinical Practice Guidelines in Oncology (NCCN Guidelines®) as a preferred regimen in April 2026. We offer a patient assistance program to ensure that no patients are denied access to Lifyorli for financial reasons.

In October 2025, we submitted a marketing authorization application ("MAA") to the EMA seeking approval in the EU. In September 2026, the EMA's Committee for Medicinal Products for Human Use ("CHMP") recommended that the EC approve relacorilant combined with nab-paclitaxel to treat patients with platinum-resistant ovarian cancer. The EC will review the CHMP's opinion and issue a final decision regarding approval in the fourth quarter of 2026. The EC has designated relacorilant as an orphan drug for the treatment of patients with ovarian cancer.

Lifyorli's FDA approval was based primarily on positive data from our pivotal Phase 3 ROSELLA trial, with our positive Phase 2 trial providing confirmatory evidence. In both trials, patients exhibited clinically meaningful improvements in both progression-free survival ("PFS") and overall survival ("OS"). The primary analysis from ROSELLA was published in *The Lancet* (Olawaiye et al., June 2025). ROSELLA's final results were published in *The Lancet* (Lorusso et al., April 2026).

We have initiated trials to evaluate the potential for Lifyorli to treat patients with other types of solid tumors, at different stages of treatment, and in combination with other anti-cancer agents. BELLA is an open-label Phase 2 trial with three parts. In each part, the primary endpoint is PFS, with OS being a key secondary endpoint. In October 2026, we announced results of our primary analysis of data from Part A of BELLA. In Part A, 95 patients with platinum-resistant ovarian cancer treated with Lifyorli plus nab-paclitaxel and bevacizumab demonstrated clinically meaningful median PFS of 7.2 months and objective response rate ("ORR") of 59 percent. Although median OS had not yet been reached at the time of the primary analysis, 88% of patients were alive at 6 months. Clinical benefit was most pronounced among patients earliest in their course of treatment in the platinum-resistant setting, including those who had not received bevacizumab previously. In bevacizumab-naïve patients, median PFS was 8.1 months, ORR was 66 percent and 91 percent of patients were alive at 6 months. The safety profile of Lifyorli plus nab-paclitaxel and bevacizumab was consistent with the known profiles of each individual agent, with no new safety signals identified.

BELLA Part B is evaluating the efficacy and safety of Lifyorli plus nab-paclitaxel and bevacizumab with planned enrollment of 90 women with platinum-sensitive ovarian cancer whose disease had progressed while receiving treatment with a PARP-inhibitor. Enrollment of patients in Part B is nearing completion. BELLA Part C is evaluating the efficacy and safety of Lifyorli plus nab-paclitaxel to treat 92 patients with endometrial cancer who have received one or two prior lines of therapy. Enrollment of patients in Part C is complete. All parts of BELLA are being conducted at sites in the United States, Europe and Asia.

In December 2025, we initiated an open-label Phase 2 trial, TRIDENT, to evaluate the efficacy and safety of Lifyorli combined with nab-paclitaxel and gemcitabine in patients with pancreatic cancer who have not received prior therapy for metastatic disease. The trial's primary endpoint is PFS, with OS being a key secondary endpoint. TRIDENT's planned enrollment is 60 patients at sites in the United States, Europe and Asia. The EC has designated relacorilant as an orphan drug for the treatment of patients with pancreatic cancer.

We are also collaborating with the Paris-based academic research cooperative ARCAGY-GINECO to conduct a Phase 2 trial, STELLA, evaluating the efficacy and safety of Lifyorli plus nab-paclitaxel in 50 patients with cervical cancer who have already received one or two prior lines of therapy.

Nenocorilant in Combination with Immunotherapy. Immunotherapy harnesses the body's immune system to identify and destroy cancer cells. We are testing the ability of our proprietary selective cortisol modulator, nenocorilant, to increase the potency of immunotherapy by reducing cortisol-activated immune suppression. In December 2025, we initiated a Phase 1b trial, SYNERGY. SYNERGY is studying nenocorilant plus nivolumab (a PD-1 checkpoint inhibitor) in patients with solid tumors.

Relacorilant in Combination with Androgen Deprivation Therapy. Androgen deprivation is the standard treatment for prostate cancer because androgens stimulate prostate tumor growth. One reason prostate cancer tumors eventually escape

androgen deprivation therapy is that they evolve to grow in response to cortisol activity. Combining a cortisol modulator with an androgen modulator may block this escape route. Our collaborators at the University of Chicago have initiated a randomized, placebo-controlled Phase 2 trial of relacorilant plus enzalutamide in patients with prostate cancer, pre-prostatectomy. Patents we have licensed from the University of Chicago cover the use of relacorilant combined with anticancer agents, including enzalutamide, to treat patients with this disease.

Metabolic Diseases

Liver Disease. Metabolic dysfunction-associated steatohepatitis ("MASH") is an advanced form of metabolic dysfunction-associated fatty liver disease that afflicts millions of patients and is a leading cause of liver-related mortality. We are studying our selective cortisol modulator miricorilant as a potential treatment for MASH. In October 2023, we initiated a randomized, double-blind, placebo-controlled, Phase 2b trial, MONARCH. MONARCH enrolled two patient cohorts: Cohort A enrolled 82 patients with biopsy-confirmed MASH, randomized 2:1 to receive either 100 mg of miricorilant twice weekly or placebo for 48 weeks. Cohort B enrolled 93 patients with presumed MASH, randomized 2:1 to receive either (i) 100 mg of miricorilant twice weekly for 6 weeks, then 200 mg of miricorilant twice weekly for 18 weeks or (ii) placebo for 24 weeks. The primary endpoint for both Cohort A and B was reduction in liver fat compared to placebo; fibrosis improvement and MASH resolution were key secondary endpoints for Cohort A.

Patients who received 200 mg of miricorilant twice weekly experienced a significantly larger reduction in liver fat than patients who received 100 mg of miricorilant twice weekly. The comparison between those who received miricorilant and placebo was not statistically significant. Patients who received pre- and post-treatment liver biopsies – those in Cohort A – experienced an improvement in fibrosis of 19.2 percent at 48 weeks. Miricorilant was very well tolerated in both cohorts. The rate of adverse events was virtually indistinguishable between the miricorilant and placebo arms.

Amyotrophic Lateral Sclerosis ("ALS")

ALS, also known as Lou Gehrig's disease, is a devastating neuromuscular illness. Our selective cortisol modulator dazucorilant improved motor performance and reduced neuroinflammation and muscular atrophy in an animal model of ALS. Following these compelling results, we initiated a Phase 2 trial, DAZALS, of dazucorilant in patients with ALS. Two hundred forty-nine patients were randomized on a double-blind basis 1:1:1 to receive either 150 mg of dazucorilant, 300 mg of dazucorilant or placebo daily for 24 weeks. Upon completion of the trial, patients were eligible to enter the open-label, long-term extension phase of the study, in which they receive 300 mg of dazucorilant for up to 132 weeks.

Although DAZALS did not meet its primary endpoint – change from baseline in the ALS Functional Rating Scale-Revised (ALSFRS-R) in patients who received dazucorilant compared to those who received placebo – a reduction in early death was observed at the end of the 24-week double-blind treatment period (p-value: 0.02). An exploratory analysis at 52 weeks found that this benefit continued: Patients who received 300 mg of dazucorilant from treatment start had an 84 percent lower risk of death than did patients who received only placebo, with a hazard ratio of 0.16 (p-value: 0.0009). This benefit persisted into the study's second year. Measured at 104 weeks, the risk of death in patients who received 300 mg of dazucorilant from the start of the study was reduced by 87 percent compared to patients who received only placebo with a hazard ratio of 0.13 (p-value: <0.0001). A similar survival benefit was observed at 52 weeks in patients who received 300 mg of dazucorilant for greater than 24 weeks, either in the treatment period or in the extension phase, compared to patients who received either placebo or 150 mg of dazucorilant for 24 weeks and did not receive dazucorilant in the extension phase with a hazard ratio of 0.36 (p-value: 0.02). This benefit persisted into the study's second year with a hazard ratio of 0.39 (p-value: 0.02).

The open-label, long-term extension phase of DAZALS, which enrolled 118 patients, is continuing. We are conducting a study in patients with ALS to determine whether dose titration will reduce instances of abdominal pain and allow more patients to benefit from dazucorilant.

The FDA has granted dazucorilant Fast Track Designation and orphan drug status for the treatment of ALS in the United States.

Development of Other Selective Cortisol Modulators

In addition to the clinical studies described above, we continue to create and test new selective cortisol modulators and advance the most promising of them towards the clinic.

Inflation Reduction Act of 2022 ("IRA")

The IRA was enacted on August 16, 2022. The IRA includes provisions requiring manufacturers to pay a rebate to the Centers for Medicare and Medicaid Services ("CMS") if the price of a Medicare Part B or Part D drug increases faster than the

rate of inflation. In addition, the IRA shifts a portion of the Medicare beneficiary costs formerly borne by the government and beneficiaries to manufacturers in the form of limitations on price increases and rebates paid to the government. We anticipate this provision will limit the revenue we receive from Medicare patients and may materially reduce our profits in 2026 and beyond. The IRA permits CMS to negotiate prices for certain high-expenditure Medicare Part B or Part D drugs.

The IRA imposes a one percent excise tax on certain share repurchases and a 15 percent corporate alternative minimum tax on adjusted financial statement income. The corporate alternative minimum tax became effective for us on January 1, 2024. We do not expect either of these provisions to significantly affect our condensed consolidated financial statements.

Please see the risk factor under Part II, Item 1A of this Quarterly Report on Form 10-Q, "*New laws, government regulations, or changes to existing laws and regulations could make it difficult or impossible for us to obtain acceptable prices or adequate insurance coverage and reimbursement for our Products, which would adversely affect our financial results*."

Results of Operations

Product Revenue, Net – Product Revenue, Net, or Net product revenue, is gross product revenue from sales to our customers less deductions for estimated government rebates and chargebacks, patient assistance programs, discounts provided to our distributors for prompt payment, distribution and administrative fees, voucher assistance and reserves for expected returns.

Net product revenue was $340.5 million and $761.5 million for the three and nine months ended September 30, 2026, respectively, compared to $207.6 million and $559.3 million for the comparable periods in 2025. The increases were driven by higher net product revenue from our Hypercortisolism Products and net product revenue from Lifyorli. Lifyorli's commercial launch was on April 1, 2026.

Net product revenue from our Hypercortisolism Products was $249.1 million and $622.6 million for the three and nine months ended September 30, 2026, respectively, compared to $207.6 million and $559.3 million for the comparable periods in 2025. Higher sales volume accounted for 75.2 percent and 97.2 percent of the increases for the three and nine months ended September 30, 2026, respectively, with the remaining growth due to a price increase for our Hypercortisolism Products taken in August 2025 and improved payor reimbursement rates for our Hypercortisolism Products at our current specialty pharmacy, partially offset by higher sales volume of our authorized generic version of Korlym, which has a lower price.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(in thousands)			
Hypercortisolism Products	$ 249,067	$ 207,638	$ 622,553	$ 559,282
Lifyorli	91,405	—	138,969	—
Total product revenue, net	$ 340,472	$ 207,638	$ 761,522	$ 559,282

Cost of sales – Cost of sales includes the cost of the active pharmaceutical ingredient ("API"), tableting, packaging, personnel, overhead, stability testing and distribution.

Cost of sales was $4.6 million and $11.6 million for the three and nine months ended September 30, 2026, respectively, compared to $4.6 million and $10.4 million for the comparable periods in 2025. Cost of sales as a percentage of revenue was 1.4 percent and 1.5 percent for the three and nine months ended September 30, 2026, respectively, compared to 2.2 percent and 1.9 percent for the comparable periods in 2025, respectively. The decreases in cost of sales as a percentage of revenue were primarily due to lower manufacturing costs for our Hypercortisolism Products and a $0.7 million reduction of scrapped inventory. All costs to manufacture Lifyorli prior to regulatory approval were recorded as research and development expense. Cost of sales for Lifyorli for the three and nine months ended September 30, 2026 included tableting, packaging, personnel, overhead, stability testing and distribution costs of Lifyorli that were incurred after regulatory approval.

Research and development expense – Research and development expense includes the cost of (1) recruiting and compensating development personnel, (2) clinical trials, (3) manufacturing investigational drug products, (4) preclinical studies, (5) drug discovery research and (6) the development of new drug formulations and manufacturing processes.

Research and development expense was $56.7 million and $176.9 million for the three and nine months ended September 30, 2026, respectively, compared to $68.8 million and $190.1 million for the comparable periods in 2025. The decreases were primarily due to decreased expenses related to the development programs that are nearing completion and the decrease in the cost of manufacturing Lifyorli that was recorded as research and development expenses prior to receiving

regulatory approval, partially offset by increased expenses related to the advancement of our development programs and employee compensation expenses.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(in thousands)			
Development programs:				
Oncology	$ 20,296	$ 15,735	$ 53,345	$ 35,095
Cushing's syndrome	6,276	26,158	36,385	64,465
Metabolic diseases	3,824	7,351	12,638	30,082
Pre-clinical and early-stage selective cortisol modulators and ALS	7,663	3,412	19,678	17,066
Unallocated activities, including manufacturing and regulatory activities	11,757	10,351	35,316	25,787
Stock-based compensation	6,893	5,839	19,502	17,557
Total research and development expense	$ 56,709	$ 68,846	$ 176,864	$ 190,052

It is difficult to predict the timing and cost of development activities, which are subject to many uncertainties and risks, including inconclusive or negative results, slow patient enrollment, adverse side effects and difficulties in the formulation or manufacture of study drugs and lack of drug-candidate efficacy. In addition, clinical development is subject to government oversight and regulations that may change without notice. We expect our research and development expense in 2026 to be approximately the same as in 2025, as we advance our clinical programs and initiate new clinical trials, offset by decreased expenses due to clinical programs that are nearing completion and as the cost of manufacturing Lifyorli after regulatory approval is no longer recorded as research and development expenses.

Selling, general and administrative expense – Selling, general and administrative expense includes (1) recruiting and compensating commercial and administrative personnel, (2) the cost of vendors supporting commercial activities and (3) legal and accounting fees.

Selling, general and administrative expense was $164.4 million and $466.7 million for the three and nine months ended September 30, 2026, respectively, compared to $124.0 million and $318.5 million for the comparable periods in 2025. The increases were primarily due to increased employee compensation expenses and sales and marketing activities to support commercialization of our Hypercortisolism Products and Lifyorli and increased legal expenses.

We expect our selling, general and administrative expense to be higher in 2026 than in 2025 due to increased commercial and administrative activities to support our increased sales and marketing efforts.

Interest and other income - Interest and other income was $5.6 million and $15.1 million for the three and nine months ended September 30, 2026, respectively, compared to $5.0 million and $16.2 million for the comparable periods in 2025 and consisted primarily of interest income from marketable securities. The increase in interest and other income for the three months ended September 30, 2026 was due to higher cash, cash equivalents and marketable securities, partially offset by market-wide decreases in interest rates. The decrease in interest and other income for the nine months ended September 30, 2026 was primarily due to market-wide decreases in interest rates.

Income tax benefit - Income tax benefit was $6.5 million and $16.5 million for the three and nine months ended September 30, 2026, respectively, compared to income tax benefits of $4.4 million and $18.8 million for the comparable periods in 2025, respectively. The increase in income tax benefit during the three months ended September 30, 2026 was primarily due to an increase in stock compensation deductions as compared to the comparable period in 2025. The decrease in income tax benefit during the nine months ended September 30, 2026 was primarily due to an increase in pre-tax income in 2026 as compared to the comparable period in 2025.

Liquidity and Capital Resources

Since 2015, we have relied on revenues from the sale of our Products to fund our operations.

Based on our current plans and expectations, we expect to fund our operations and planned research and development activities over the next 12 months and beyond without needing to raise additional funds, although we may choose to raise

additional funds for other reasons. If we were to raise funds, equity financing would be dilutive, debt financing could involve restrictive covenants and funds raised through collaborations with other companies may require us to relinquish certain rights in our product candidates.

As of September 30, 2026, we had cash, cash equivalents and marketable securities of $662.3 million, consisting of cash and cash equivalents of $98.7 million and marketable securities of $563.6 million, compared to cash, cash equivalents and marketable securities of $532.4 million, consisting of cash and cash equivalents of $120.5 million and marketable securities of $411.9 million as of December 31, 2025.

The cash in our bank accounts and our marketable securities could be reduced or our access to them restricted if the financial institutions holding them were to fail or severely adverse conditions were to arise in the markets for public or private debt securities. We have never experienced a material lack of access to cash or material realized losses.

Net cash provided by operating activities was $159.7 million for the nine months ended September 30, 2026, compared to $103.5 million for the comparable period in 2025. The increase was primarily due to higher revenue.

Net cash used in investing activities was $156.7 million for the nine months ended September 30, 2026, compared to net cash provided by investing activities of $81.6 million for the comparable period in 2025. The change was primarily due to the allocation of cash towards purchases of marketable securities during the nine months ended September 30, 2026. In the comparable period in 2025, we allocated higher cash proceeds from the maturities of marketable securities towards cash equivalents to purchase shares in connection with our stock repurchase program.

Net cash used in financing activities was $25.2 million for the nine months ended September 30, 2026, compared to $189.2 million for the comparable period in 2025. In the nine months ended September 30, 2026, we spent $60.9 million acquiring shares of our common stock, comprised of $55.2 million to acquire our common stock in connection with the satisfaction of statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock grants and $5.7 million in connection with our stock repurchase program, offset by $26.7 million net cash received from the exercise of stock options and $9.1 million received in connection with our ESPP. In the comparable period in 2025, we spent $209.3 million acquiring shares of our common stock, comprised of $172.9 million in connection with our stock repurchase program and $36.4 million to acquire our common stock in connection with the satisfaction of statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock grants, offset by $13.0 million net cash received from the exercise of stock options and $7.2 million received in connection with our ESPP.

As of September 30, 2026, we had retained earnings of $781.4 million.

Contractual Obligations and Commitments

Our contractual payment obligations and purchase commitments are disclosed in our Annual Report on Form 10-K for the year ended December 31, 2025. Other than the addition of commitments to purchase $34.0 million of API, our payment obligations and purchase commitments did not change materially during the nine months ended September 30, 2026. See Note 4 to our Unaudited Condensed Consolidated Financial Statements for more information regarding our purchase commitments.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements have been prepared in accordance with U.S. GAAP, which requires us to make estimates and judgments that affect the amount of assets, liabilities and expenses we report. We base our estimates on historical experience and on other assumptions we believe to be reasonable. Actual results may differ from our estimates. Our significant accounting policies are described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025. There were no changes that occurred during the fiscal quarter covered by this report that materially affected, or are reasonably likely to materially affect, our critical accounting policies and estimates.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our market risks as of December 31, 2025 are disclosed in our Annual Report on Form 10-K for the year ended December 31, 2025. The market risks associated with our cash, cash equivalents and marketable securities, which consist primarily of debt instruments and money market funds with original maturities of no more than 25 months, did not change materially during the nine months ended September 30, 2026.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures. As of September 30, 2026, our management conducted an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act"). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of September 30, 2026, our disclosure controls and procedures were effective to provide reasonable assurance that the information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to the officers who certify our financial reports and to the members of the Company's senior management and board of directors as appropriate to allow timely decisions regarding required disclosure at the reasonable assurance level.

Changes in internal control over financial reporting. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the changes in our internal control over financial reporting during the quarter ended September 30, 2026 and concluded that there was no change during the quarter that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Purported Securities Class Action

On February 20, 2026, a putative securities class action complaint was filed in the United States District Court for the Northern District of California against Corcept and certain of its executive officers, now captioned *In re Corcept Therapeutics Incorporated Securities Litigation*, Case No. 3:26-cv-01525-TLT (the "Securities Action"). On July 30, 2026, the Court appointed co-lead plaintiffs and co-lead counsel. On August 28, 2026, lead plaintiffs filed an amended complaint, which asserts claims against all defendants pursuant to Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, as well as claims against the individual defendants pursuant to Sections 20(a) and 20A of the Exchange Act. The amended complaint alleges, among other things, that the defendants made or are responsible for making false and materially misleading statements and omissions regarding our NDA for relacorilant as a treatment for patients with hypercortisolism. The amended complaint asserts a putative class period from October 31, 2024 to December 30, 2025, and seeks damages, attorneys' fees and costs and unspecified relief. We will vigorously defend ourselves against this lawsuit.

Teva Patent Litigation

In February 2018, we received a Paragraph IV Notice Letter advising that Teva Pharmaceuticals USA, Inc. ("Teva") had submitted an Abbreviated New Drug Application ("ANDA") to the FDA seeking authorization to manufacture and sell a generic version of Korlym prior to the expiration of patents related to Korlym that are listed in the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations (the "Orange Book"). In March 2018, we filed a lawsuit in the United States District Court for the District of New Jersey ("D.N.J.") against Teva for infringement of our patents. In August 2020, Teva received final approval from the FDA for its ANDA in accordance with the Hatch-Waxman Act. And, in November 2020, the Patent Trial and Appeal Board ("PTAB") issued a decision upholding the validity of U.S. Patent No. 10,195,214 (the "'214 patent") in its entirety, which decision the Court of Appeals for the Federal Circuit upheld.

Trial was held in September 2023, before Judge Renee Marie Bumb in the D.N.J. regarding infringement of the '214 patent and U.S. Patent No. 10,842,800 (the "'800 patent"). In December 2023, Judge Bumb ruled that Teva's proposed generic product would not infringe either of these patents. Teva launched its generic product in January 2024. We appealed the District Court's ruling to the United States Court of Appeals for the Federal Circuit, which heard oral argument in the matter in July 2025. On February 19, 2026, the appellate court affirmed the District Court's ruling, finding no infringement of either the '214 or the '800 patent. On April 22, 2026, we filed a petition for rehearing *en banc* to the United States Court of Appeals for the Federal Circuit asking all active judges of the circuit to review the decision of the three-judge panel. On July 10, 2026, the Court denied our petition for rehearing.

We will continue to vigorously enforce our intellectual property rights relating to Korlym. We intend to petition the United States Supreme Court for a *writ of certiorari* to overturn the Federal Circuit Court's decision.

Antitrust Litigation

In June 2024, Teva filed a complaint in the Northern District of California, captioned *Teva Pharmaceuticals USA, Inc. v. Corcept Therapeutics, Inc., et al.* (N.D. Cal.), Case No. 5:24-cv-03567 (the "Teva Antitrust Litigation"). This lawsuit names, as defendants, Corcept and Optime Care, Inc. ("Optime"), the specialty pharmacy that previously served as our exclusive specialty pharmacy services vendor dispensing Korlym and the authorized generic version of Korlym and performing related pharmacy and patient support services. The lawsuit alleges, among other things, that Corcept and Optime violated federal and state laws related to antitrust and unfair business practices. In September 2025, the District Court granted in part and denied in part defendants' motion to dismiss the lawsuit, thereby dismissing some of Teva's claims and theories. Teva subsequently filed a Second Amended Complaint ("SAC") reasserting some of its state law claims, and, later, a Third Amended Complaint ("TAC") adding claims related to Corcept's agreement with the new specialty pharmacy vendor to which we began transferring specialty pharmacy services in 2025. Corcept and Optime filed motions to dismiss portions of Teva's SAC and TAC. On May 5, 2026, the Court partially granted and partially denied these motions, allowing the case to proceed. The Court has scheduled a hearing on our motion for summary judgment for December 16, 2026. The case is scheduled for trial in March 2027.

In February 2025, several named plaintiffs filed a complaint against Corcept in the Alameda County Superior Court for the State of California, captioned *Aetna Inc., Health Care Service Corporation, Humana Inc. and Molina Healthcare Inc. v. Corcept Therapeutics, Inc.*, Case No. 25CV110493 (the "Aetna Litigation"). This lawsuit names Corcept as the sole defendant and includes allegations substantially similar to those made in the Teva Antitrust Litigation. In March 2025, Corcept filed a cross-complaint against the plaintiffs in the Aetna Litigation and a notice to remove this lawsuit from state court to federal court. In September 2025, the United States District Court for the Northern District of California granted the plaintiffs' motion

to remand this case back to the state court. On July 20, 2026, the Alameda County Superior Court for the State of California denied our motion to stay this proceeding pending resolution of the Teva Antitrust Litigation. The state court also granted in part and denied in part our motion to dismiss the plaintiffs' complaint. The plaintiffs recently filed an amended complaint attempting to maintain certain elements of their lawsuit dismissed by the state court. A trial date has not been set for the Aetna Litigation.

We will continue to vigorously defend ourselves against these lawsuits.

Qui Tam Litigation

In 2017, a qui tam lawsuit was filed under seal in the U.S. District Court for the District of New Jersey *(U.S. et al. ex rel. Stephen Elliott v. Corcept Therapeutics, Inc.*, No. 17-CV-1303 (SRC)) by a former employee who worked at Corcept until August 2016 (the "Qui Tam Action"). A qui tam action is a lawsuit brought by a private person, referred to as a relator, on behalf of the government. If successful, the relator may be entitled to receive a portion of any recovery. The Qui Tam Action alleged, among other things, that Corcept violated the federal False Claims Act and similar state laws in connection with our sales of Korlym. As previously disclosed, the Department of Justice (the "DOJ") and the United States Attorney's Office for the District of New Jersey (the "NJ USAO") issued a records subpoena to Corcept in connection with the Qui Tam Action in November 2021, pursuant to Section 248 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which sought information relating to Korlym. We fully cooperated in response to the subpoena, and in May 2026, the DOJ and the NJ USAO declined to intervene in the Qui Tam Action. On June 2, 2026, the relator served Corcept with an amended complaint indicating his intent to pursue this action without the participation of the DOJ. We filed a motion to dismiss the Qui Tam Action on September 21, 2026. We will vigorously defend ourselves against this action.

Other Litigation

On April 10, 2026, a purported shareholder derivative complaint was filed in the U.S. District Court for the Northern District of California by Mark LeRiger, captioned *LeRiger v. Belanoff et al.*, Case No. 3:26-cv-03106-TLT (N.D. Cal.). This complaint names as defendants several of our executive officers, all current members of our board of directors and one former director. Corcept is named as a nominal defendant. Based on the same statements at issue in the original complaint in the Securities Action, the derivative complaint asserts claims for violations of Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, breach of fiduciary duty, unjust enrichment, waste of corporate assets, and disgorgement of insider trading profits. The complaint seeks unspecified monetary relief and various forms of equitable relief, including disgorgement. This action has been stayed pending resolution of the anticipated motion to dismiss in the Securities Action.

In addition to the above-described matters, we are involved from time to time in other legal proceedings arising in the ordinary course of our business. Although the outcome of any such matters and the amount, if any, of our liability with respect to them cannot be predicted with certainty, we do not believe that they will have a material adverse effect on our business and our financial results.

ITEM 1A. RISK FACTORS

Investing in our common stock involves significant risks. Before investing, carefully consider the risks described below and the other information in this quarterly report, including our condensed consolidated financial statements and related notes. The risks and uncertainties described below are the ones we believe may materially affect us. There may be others of which we are unaware that could materially harm our business or our financial results and cause the price of our stock to decline, in which case you could lose all or part of your investment.

Summary of Principal Risks

The following bullet points summarize the principal risks we face, each of which could adversely affect our business and our financial results. Below, we have arranged these risks by the part of our business they most directly affect.

Risks Related to our Commercial Activities

- Failure to generate sufficient revenue from the sale of Korlym, our authorized generic of Korlym and Lifyorli (collectively, our "Products") or the inability of our specialty pharmacy vendors to meet demand would harm our financial results and would likely cause our stock price to decline.
- Other companies offer medications that treat patients with hypercortisolism (including generic versions of Korlym) and patients with platinum-resistant ovarian cancer. The availability of such competing treatments could limit our product revenue.
- Public perception of mifepristone or legislation limiting or barring its distribution or use for termination of early pregnancy may limit our ability to sell our current Products.

- New laws, government regulations, or changes to existing laws and regulations could make it difficult or impossible for us to obtain acceptable prices or adequate insurance coverage and reimbursement for our Products, which would adversely affect our financial results.

Risks Related to our Research and Development Activities

- Our efforts to discover, develop and commercialize our product candidates may not succeed. Clinical drug development is lengthy, expensive and often unsuccessful. Results of early studies and trials are often not predictive of later trial results. Failure can occur at any time. Even if we deem that our product candidates' clinical trial results demonstrate safety and efficacy, regulatory authorities may not agree. Failure to obtain or maintain regulatory approvals for our product candidates would prevent us from commercializing them.
- Vendors perform many of the activities necessary to carry out our clinical trials, including drug product distribution, trial management and oversight and data collection and analysis. Failure of these vendors to perform their duties or meet expected timelines may prevent or delay approval of our product candidates.

Risks Related to our Intellectual Property

- We may not be able to secure, maintain or effectively assert patent protection for the composition, manufacture, or methods of use of our Products and our proprietary, selective cortisol modulators. Litigation is slow moving, expensive and its outcome is uncertain and subject to challenge on appeal.

Risks Related to our Stock

- The price of our common stock fluctuates widely and is likely to continue to do so. Opportunities for investors to sell shares may be limited.
- Our stock price may decline if our financial performance does not meet the guidance we have provided to the public, estimates published by research analysts or other investor expectations.

General Risk Factors

- Actions by the federal government of the United States have created unprecedented legal, governmental, regulatory and economic uncertainty and risks that may adversely affect our business.
- We rely on information technology to conduct our business. A breakdown or breach of our information technology systems or our failure to protect confidential information concerning our business, patients or employees could interrupt the operation of our business and subject us to liability.

Risk Factors – Discussion

The following section discusses the principal risks listed above, as well as other risks we believe to be material.

Risks Related to our Commercial Activities

Failure to generate sufficient revenue from the sale of Korlym, our authorized generic of Korlym, and Lifyorli (collectively, our "Products") or the inability of our specialty pharmacy vendors to meet demand would harm our financial results and would likely cause our stock price to decline.

Our ability to generate revenue and to fund our commercial operations and development programs is dependent on the sale of our Products. Physicians will prescribe our Products if they determine that they are preferable to other treatments.

Many factors could limit our product revenue, including:

- many physicians are inexperienced in diagnosing or caring for patients with hypercortisolism and it can be hard to persuade them to identify appropriate patients and treat them with our Hypercortisolism Products;
- the preference of physicians or payors for competing treatments for patients with platinum-resistant ovarian cancer or hypercortisolism, including on- and off-label treatments and generic versions of Korlym;
- the inability of our pharmacy and distributor vendors to dispense our Products in a timely manner;
- disruptions in our supply chain due to the imposition of tariffs or other restrictions on trade; and
- lack of availability of government or private insurance, the shift of a significant number of patients to Medicaid, which reimburses our Products at a significantly lower price, or the introduction of government price controls or other price-

reducing regulations, such as the IRA, that may significantly limit Medicare reimbursement rates and the One Big Beautiful Bill Act ("OBBBA") of 2025, which will reduce Medicaid funding significantly.

Failure to generate sufficient product revenue could prevent us from fully funding our planned commercial and clinical activities and would likely cause our stock price to decline.

Other companies offer medications that treat patients with hypercortisolism (including generic versions of Korlym) and patients with platinum-resistant ovarian cancer. The availability of such competing treatments could limit our product revenue.

A number of medications have been approved by the FDA to treat patients with Cushing's syndrome. Recordati Industria Chimica e Farmaceutica S.p.A. ("Recordati") has marketed the injectable somatostatin analogue pasireotide in the U.S. and EU as a treatment for adult patients with Cushing's disease, a subset of hypercortisolism, since 2012. In 2020, the FDA granted Recordati approval to market the cortisol synthesis inhibitor osilodrostat to treat patients with Cushing's disease, which approval was broadened in April 2025 to include adult patients with any etiology of hypercortisolism. In 2021, Xeris Biopharma Holdings, Inc. received FDA approval to market the cortisol synthesis inhibitor levoketoconazole to treat adult patients with hypercortisolism. Levoketoconazole is an enantiomer of the generic anti-fungal medication, ketoconazole, which is widely prescribed off-label to treat patients with hypercortisolism.

In January 2024, Teva began selling a generic version of mifepristone, which has materially reduced the price we receive for our Hypercortisolism Products. Teva's commercial efforts may materially harm our results of operations by reducing the number of tablets we sell or further reducing their price or both. We also have litigation settlements with Sun Pharmaceutical Industries Limited ("Sun") and Hikma Pharmaceuticals USA Inc. ("Hikma") that allow them to begin selling mifepristone if the FDA approves their products and Teva's generic product remains commercially available. The commercial availability of Sun and Hikma's proposed generic products could further reduce the price we receive for our Hypercortisolism Products or reduce the number of tablets we sell or both, which would harm our results of operations further and cause our stock price to decline.

Patients with platinum-resistant ovarian cancer have a number of medications available. Chemotherapies, such as paclitaxel, doxorubicin, gemcitabine and topotecan, are commonly used to treat patients with platinum-resistant ovarian cancer as monotherapy or in combination with bevacizumab, which has been marketed by Genentech, Inc. of F. Hoffmann-La Roche Ltd since 2014.

Since November 2022, ImmunoGen, Inc. of AbbVie Inc. has marketed mirvetuximab soravtansine-gynx as a treatment for patients with platinum-resistant ovarian tumors that express the folate-alpha receptor at high levels, which occurs in one in every three patients.

In April 2024, Daiichi Sankyo Company, Limited and AstraZeneca PLC received approval to market trastuzumab deruxtecan as a treatment for patients with platinum-resistant ovarian cancer, with tumors that express the HER-2 receptor at specified levels.

In February 2026, Merck & Co., Inc. received approval to market pembrolizumab as a treatment for patients with platinum-resistant ovarian cancer, with tumors that express the PD-1 receptor at specified levels, which occurs in 50 to 60 percent of patients.

Physician preference for other medications with the potential to treat patients taking one of our Products could reduce our revenue materially and harm our results of operations, causing our stock price to decline.

Public perception of mifepristone or legislation limiting or barring its distribution or use for termination of early pregnancy may limit our ability to sell our current Products.

The active ingredient in our Hypercortisolism Products, mifepristone, is approved by the FDA in another drug for the termination of early pregnancy. In 2022, the United States Supreme Court published its decision in the case of *Dobbs v. Jackson Women's Health Organization* ("Dobbs"), which overturned *Roe v. Wade*, the 1973 Supreme Court decision that had established a woman's right to terminate her pregnancy, subject to certain limitations. Dobbs has stimulated many states to enact laws restricting the legality of abortion and mifepristone, including during early pregnancy and under specific conditions of use. More laws banning or heavily restricting termination of pregnancy may be adopted and existing laws may be made more restrictive. On June 13, 2024, in a highly publicized case, the Supreme Court ruled against plaintiffs seeking to restrict access to mifepristone for terminating pregnancy, holding that they lacked standing (i.e., the right to sue), thus preserving current access to mifepristone. Because the Supreme Court's decision was made solely on procedural grounds, the ruling does not necessarily foreclose other challenges to the continued availability of mifepristone. The timing and outcome of any subsequent cases, as well as additional legislative changes, are uncertain.

In September 2025, the U.S. Department of Health and Human Services ("HHS") announced that it would re-examine the safety of mifepristone for use in the termination of early pregnancy. There can be no assurance this re-examination will not result in restrictions on the distribution of mifepristone for any use, including the treatment of patients with hypercortisolism. Heightened public awareness of mifepristone as an abortifacient may draw the attention of hostile federal and state government officials or political activists to our Hypercortisolism Products – as could additional public debate concerning current or proposed restrictions on the distribution of mifepristone. This may be the case even though (i) our Hypercortisolism Products are not approved for the termination of pregnancy, (ii) we do not promote them for that use and (iii) we have taken measures to minimize the chance that they will accidentally be prescribed to a pregnant woman.

New laws, government regulations, or changes to existing laws and regulations could make it difficult or impossible for us to obtain acceptable prices or adequate insurance coverage and reimbursement for our Products, which would adversely affect our financial results.

The commercial success of our Products depends on the availability of acceptable pricing and adequate insurance coverage and reimbursement. Government payers, including Medicare, Medicaid, the United States Department of Veterans Affairs and the United States Department of Defense, as well as private insurers and pharmacy benefit managers, are increasingly attempting to contain healthcare costs by limiting access to, and reimbursement for, medicines. In many foreign markets, drug prices and the profitability of prescription medications are subject to government control. In the United States, we expect that there will continue to be federal and state proposals for similar controls. Also, the trends toward managed health care in the United States and recent laws and legislation intended to increase the public visibility of drug prices and reduce the cost of government and private insurance programs could significantly influence the purchase of health care services and products and may result in lower prices for our Products. If government or private payers cease to provide adequate and timely coverage, pricing and reimbursement for our Products, physicians may not prescribe the medication and patients may not purchase it, even if it is prescribed, or the price we receive may be reduced, which would reduce our revenue.

In the United States, there have been and continue to be legislative initiatives to contain healthcare costs. The IRA significantly changed the way Medicare pays for prescription drugs. The IRA requires the Secretary of the HHS to negotiate Medicare prices for selected drugs and biologicals, including both physician-administered products covered under Medicare's Part B benefit and self-administered drugs such as our Products that are covered under the Part D benefit. Each year, the Secretary will select for price negotiation a specified number of negotiation-eligible drugs with the highest total Part B or D expenditures over the preceding 12-month period. To be eligible for price negotiation, a drug must have been on the market for at least seven years without generic competition. Orphan drugs, such as our Hypercortisolism Products, that are designated for one or more rare diseases or conditions and approved only for indications for such diseases or conditions and drugs with less than $200 million in annual Medicare expenditures are exempt from the negotiation program. For the first two years of the program, 2026 and 2027, only Part D drugs are eligible. The Secretary will publish the negotiated price, known as the "Maximum Fair Price" ("MFP"), for each of the selected products. Manufacturers of selected drugs would be required to offer the drug to Medicare recipients at the MFP. Manufacturers who fail to negotiate with the Secretary or offer their drug to Medicare recipients at the MFP can face significant civil money penalties or excise tax liability on sales of that drug. CMS has implemented the IRA through guidance documents but has announced a proposed rulemaking to transition the implementation of the program to formal rulemaking. Several pharmaceutical companies, as well as the United States Chamber of Commerce and the Pharmaceutical Research and Manufacturers of America, have filed lawsuits against the HHS and CMS, asserting that, among other things, the IRA's drug price negotiation program for Medicare constitutes an uncompensated taking in violation of the Fifth Amendment of the U.S. Constitution and is otherwise unlawful. The HHS has generally won the substantive disputes in these cases. The HHS has generally continued to win the substantive disputes in appeals, and the Supreme Court has denied certiorari, thus leaving intact these appellate decisions in favor of the HHS. If our Products or any drug we commercialize become eligible for Medicare negotiation, the revenue we generate from sales of those drugs may be significantly reduced.

The IRA also establishes an inflation rebate program that requires manufacturers to pay rebates to the Medicare program if any of the medications they provide Medicare recipients increase in price faster than the rate of inflation. The Part D inflation rebate provision went into effect on October 1, 2022. Although manufacturers are generally familiar with inflation rebates under the Medicaid program, where they have existed for decades, the IRA represents the first time that inflation rebates have been extended to the Medicare program. The inflation rebate provision applies to any medication sold to Medicare recipients, whether or not that medication is subject to Medicare price negotiation.

The IRA shifts a portion of the Medicare beneficiary costs from the government and beneficiaries to manufacturers in the form of limitations on price increases and rebates paid to the government. We anticipate that this provision will limit the revenue we receive from Medicare patients and may materially reduce our revenue and profits in 2026 and beyond.

Congress could also introduce and ultimately pass additional health care legislation changing the Medicare Drug Price Negotiation Program created under the IRA, which may lower the price that we receive for our Products. Any denial in

coverage or reduction in reimbursement from Medicare or other government-funded programs may result in a similar denial or reduction in payments from private payors, which may prevent us from being able to generate sufficient revenue, attain profitability or commercialize our product candidates, if approved. Furthermore, on July 4, 2025, legislation commonly referred to as the OBBBA was signed into law, which reduced funding to federal healthcare programs and imposed additional requirements to be eligible for healthcare, which may result in decreased access to healthcare, particularly in Medicaid programs.

We make grants to independent charitable foundations that help financially needy patients with their premium, co-pay, and co-insurance obligations with respect to their hypercortisolism treatment, regardless of whether that treatment includes one of our Hypercortisolism Products. There has been enhanced scrutiny of company-sponsored patient assistance programs, including insurance premium and co-pay assistance programs and donations to third-party charities that provide such assistance. As a result of this scrutiny, these assistance programs and charities may decide to reduce or eliminate entirely the assistance they provide to patients, which could result in fewer patients receiving the financial support they need to cover the cost of their hypercortisolism care, including the cost of medication, which may include one of our Hypercortisolism Products.

We expect governmental oversight and scrutiny of pharmaceutical companies to increase and that there will be additional attempts to change the healthcare system in ways that could harm our ability to sell our Products and any other drugs we commercialize profitably, including new policies intended to curb healthcare costs, such as federal and state controls on reimbursement for drugs (including under Medicare and commercial health plans), new or increased requirements to pay prescription drug rebates and penalties to government health care programs and policies that require drug companies to disclose and justify the prices they charge.

Federal legislative and regulatory efforts to implement reference pricing or most-favored-nation pricing models could impact our future product revenues and materially harm our business.

In December 2025, CMS proposed rules under its Center for Medicare and Medicaid Innovation ("CMMI") authority known as the Guarding U.S. Medicare Against Rising Drug Costs ("GUARD") model for medications such as Lifyorli that are covered by Medicare Part D. As currently proposed, GUARD would impose additional rebates on manufacturers of qualifying drugs that would have the effect of lowering the Medicare price for such drugs to prices paid in countries that are economically comparable to the United States. These rebates would cover 25 percent of Medicare Part D beneficiaries and would impact Medicare Part D sales for these beneficiaries, with Medicare Part D sales to the remaining 75 percent of beneficiaries unaffected. Under the rules as proposed, GUARD rebates for a drug would be set for the years from January 1, 2027-December 31, 2031 based on the lowest ex-U.S. defined price offered in 2027.

Participation in GUARD would likely be mandatory for us. The GUARD rules have not been finalized and may change; a final rule has been under review by the Office of Management and Budget since June 2026. In September 2026, CMS finalized a similar international reference pricing model for drugs covered by Medicare Part B, the Global Benchmark for Efficient Drug Pricing ("GLOBE") model.

The GUARD program remains subject to legal challenges and change through rulemaking or regulatory guidance. It remains to be seen whether and how drug pricing initiatives like these will apply to our Products and product candidates, how they will affect the broader pharmaceutical industry, and whether similar reform measures may be adopted in the future. Any expansion, finalization or implementation of these or similar most-favored-nation ("MFN") or MFN-based pricing initiatives could subject our Products to additional rebate obligations, negatively impact our pricing strategies, product demand, or competitive positioning across global markets, and may result in reduced revenue.

We expect to derive a substantial portion of our revenue from U.S. sales, and any requirement to pay additional rebates in the U.S. to match international reference prices would impact our future overall net product revenue. In addition, MFN pricing models in the U.S. could also affect our international commercial strategy, directly and/or through our commercial partners, and future decisions on reimbursement and commercialization in certain jurisdictions.

We depend on vendors to package our Products and dispense them to patients. We also depend on vendors to manufacture the active pharmaceutical ingredient ("API") and capsules or tablets for our commercialized products as well as our product candidates. If our vendors become unable or unwilling to perform these functions or are unable to meet demand for our Products and we cannot transfer these activities to other vendors in a timely manner, our business will be harmed.

In 2025, our previous specialty pharmacy vendor was unable to fully meet demand for our Hypercortisolism Products. In the first quarter of 2026, we completed the transition to our new primary vendor, Curant.

Curant dispenses our Hypercortisolism Products and performs related pharmacy and patient support services, including the collection of payments from insurers representing more than 99 percent of our hypercortisolism revenue. If Curant does not adhere to its agreements with payers or does not continue to meet regulatory requirements concerning pharmacy operations, it may not be able to collect, on our behalf, some or all of the payments due to us. In addition, if Curant has operational difficulties or otherwise becomes unable or unwilling to perform obligations under our agreement, we may not be able to dispense our Hypercortisolism Products in a timely manner to some or all of our patients, which may adversely affect our business and our financial results. Our agreement with Curant became effective in June 2025 and extends to June 2028 with automatic renewal for successive one-year terms, unless terminated earlier by us upon 180 days' notice, subject to customary termination provisions, including the right of either party to terminate in the event of a material breach by the other party. In addition, we may terminate the agreement without cause for convenience with prior written notice.

We use a specialty pharmacy and specialty distributors to distribute Lifyorli.

In the event any of our vendors fails to perform its contractual obligations to us or is materially impaired in its performance, we may experience disruptions and delays in our ability to deliver our commercialized products to patients or investigational drugs to patients in our clinical trials, which would adversely affect our business and our financial results.

The facilities used by our vendors to manufacture and package the API and drug product for our Products and product candidates and distribute them to hospitals, clinics and patients must be approved by government regulators in the United States, Europe, and elsewhere. We do not control the activities of these vendors, including whether they maintain adequate quality control and hire qualified personnel. We are dependent on them for compliance with the regulatory requirements known as current good manufacturing practices ("cGMPs"), which are subject to change at the regulators' discretion. If our vendors cannot manufacture material that conforms to our specifications and the strict requirements of the FDA or others, they will not be able to maintain regulatory authorizations for their facilities, and we could be prohibited from using the API or drug product they have provided. If the FDA, EMA, the Medicines and Healthcare Products Regulatory Agency ("MHRA") or other regulatory authorities withdraw regulatory authorizations of these facilities, we may need to find alternative vendors or facilities, which would be time-consuming, complex and expensive and could significantly hamper our ability to develop, obtain regulatory approval for and market our Products. Sanctions could be imposed on us, including fines, injunctions, civil penalties, refusal of regulators to approve our product candidates, delays, suspensions or withdrawals of approvals, seizures or recalls of products, operating restrictions and criminal prosecutions, any of which could harm our business. In addition, our reputation as a reliable sponsor of clinical studies would be harmed, which would make it more difficult for us to develop our drug candidates.

Natural disasters, such as earthquakes, fires, extreme weather events or widespread outbreaks of a deadly disease, could disrupt our commercial and clinical activities or damage or destroy clinical trial sites, our office spaces, the residences of our employees or the facilities or residences of our vendors, contractors or consultants, which could significantly harm our operations.

Any widespread occurrence of deadly illness could adversely affect our business and our financial results. For example, the COVID-19 pandemic made it difficult to grow our commercial business and slowed the pace of some of our clinical trials.

We are also vulnerable to natural disasters, including earthquakes, fires, hurricanes, floods, blizzards, and extended periods of extreme heat, cold and precipitation made more frequent and severe by global warming. For example, our headquarters are in the San Francisco Bay Area, which experiences earthquakes, wildfires and flooding. Our specialty pharmacy vendors, distributors, tablet manufacturers and warehouses are in areas subject to hurricanes and tornadoes. All our activities, as well as the activities of our vendors, consultants, clinical investigators, patients, physicians and regulators, are subject to the risks posed by global warming.

The loss of life, property damage and disruptions to electrical power distribution, communications, travel and shipping caused by natural disasters could make it difficult or impossible to conduct our commercial activities or complete our drug discovery activities or clinical trials. Patients may be unwilling or unable to travel to clinical trial sites, for example, or clinical materials or data may be lost.

Our insurance, if available at all, would likely be insufficient to cover losses resulting from disasters or other business interruptions.

If we are unable to maintain regulatory approval of our Products or if we fail to comply with other requirements, we will be unable to generate revenue and may be subject to penalties.

We are subject to oversight by the FDA and other regulatory authorities in the United States and elsewhere with respect to our research, testing, manufacturing, quality control, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion, recordkeeping and sales and marketing activities. These requirements include submissions of safety information, annual updates on manufacturing activities and continued compliance with FDA regulations, including cGMPs, good laboratory practices and good clinical practices ("GCPs"), all of which are subject to change without notice and at the regulators' sole discretion. Foreign regulatory authorities have comparable requirements and enforcement mechanisms, which are also subject to change. The FDA and other regulators enforce these regulations through inspections of us and the laboratories, manufacturers and clinical sites we use. Discovery of previously unknown problems with a product or product candidate, such as adverse events of unanticipated severity or frequency or deficiencies in manufacturing processes or management, as well as failure to comply with current or future FDA or other U.S. or foreign regulatory requirements, may subject us to substantial civil and criminal penalties, injunctions, holds on clinical trials, product seizure, refusal to permit the import or export of products, restrictions on product marketing, withdrawal of the product from the market, product recalls, total or partial suspension of production, refusal to approve pending NDAs or supplemental NDAs, and suspension or revocation of product approvals.

We may be subject to civil or criminal penalties if our marketing of our Products violates FDA regulations or health care fraud and abuse laws.

We are subject to statutes and regulations governing the promotion and sale of medicine. Although physicians are permitted to prescribe drugs for any indication they choose, manufacturers may only promote products for their FDA-approved use. All other uses are referred to as "off-label"; manufacturers are prohibited from engaging in any "off-label" promotion. In the United States, we market our Hypercortisolism Products to treat hyperglycemia secondary to hypercortisolism in adult patients with endogenous Cushing's syndrome who have type 2 diabetes mellitus or glucose intolerance and for whom surgery has failed or is not an option and Lifyorli in combination with nab-paclitaxel to treat adult patients with platinum-resistant epithelial ovarian, fallopian tube, or primary peritoneal cancer who have received one to three prior systemic treatment regimens, at least one of which included bevacizumab. Among other activities, we provide promotional materials and training programs to physicians covering the use of our Products for these indications. The FDA may change its policies or enact new regulations at any time that may restrict our ability to promote our Products, which could adversely impact our business.

If the FDA or a law enforcement agency were to determine that we engaged in off-label promotion, we could be required to change our practices and be subject to regulatory enforcement actions, including issuance of a public "warning letter," untitled letter, injunction, seizure, civil fine or criminal penalties. Federal or state enforcement authorities may act if they believe that the alleged improper promotion led to the submission and payment of claims for unapproved use, which could result in significant fines or penalties under other statutory authorities, such as laws prohibiting false claims for reimbursement. Even if it is determined that we are not in violation of these laws, we may receive negative publicity, incur significant expenses and be forced to devote management time to defending our position.

In addition to laws prohibiting off-label promotion, we are also subject to federal and state healthcare fraud and abuse laws and regulations designed to prevent fraud, kickbacks, self-dealing and other abusive practices. The United States healthcare laws and regulations that may affect our ability to operate include, but are not limited to:

- the federal Anti-Kickback Statute, which prohibits, among other things, knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual for, or the purchase, order or recommendation of, any good or service for which payment may be made under federal health care programs such as Medicare and Medicaid. And, although we structure our applicable business arrangements in accordance with the safe harbors, it is difficult to determine exactly how the law will be applied in specific circumstances. Accordingly, it is possible that certain practices of ours may be challenged under the federal Anti-Kickback Statute. From a liability perspective, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- federal false claims laws, including, without limitation, the False Claims Act, which prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, or knowingly making, or causing to be made, a false statement to get a false claim paid. The federal False Claims Act is unique in that it allows private individuals (whistleblowers) to bring actions on behalf of the federal government via qui tam actions. Importantly, under the False Claims Act the government may assert that a claim including items or services

resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;

- the federal Civil Monetary Penalties law, which prohibits, among other things, offering or transferring remuneration to a federal healthcare beneficiary that a person knows or should know is likely to influence the beneficiary's decision to order or receive items or services reimbursable by the government from a particular provider or supplier;
- HIPAA, which created federal criminal laws that prohibit executing a scheme to defraud any health care benefit program or making false statements relating to health care matters; similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- federal "sunshine" laws, including the federal Physician Payment Sunshine Act (or sometimes referred to as the Open Payments™ Program), that require transparency regarding financial arrangements with health care providers, such as the reporting and disclosure requirements imposed by the Patient Protection and Affordable Care Act ("ACA") on drug manufacturers regarding any "transfer of value" made or distributed to physicians, certain non-physician practitioners, teaching hospitals, and ownership or investment interests held by physicians and their immediate family members;
- federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers;
- state law equivalents of each of the above federal laws, such as anti-kickback and false claims laws which may apply to items or services reimbursed by any third-party payer, including commercial insurers; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers; and
- state laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures and pricing information.

Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available under them, it is possible that some of our business activities, including our relationships with physicians and other healthcare providers (some of whom recommend, purchase and/or prescribe our Products) and the manner in which we promote our Products, could be subject to challenge and scrutiny. We are also exposed to the risk that our employees, independent contractors, principal investigators, consultants, vendors, distributors and contract research organizations ("CROs") may engage in fraudulent or other illegal activity. Although we have policies and procedures prohibiting such activity, it is not always possible to identify and deter misconduct and the precautions we take may not be effective in controlling unknown risks or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with applicable laws and regulations.

If we are found in violation of any of the laws described above or any other government regulations, we may be subject to civil and criminal penalties, damages, fines, exclusion from governmental health care programs, a corporate integrity agreement or other agreement to resolve allegations of non-compliance, individual imprisonment, and the curtailment or restructuring of our operations, any of which could adversely affect our financial results and ability to operate.

Risks Related to our Research and Development Activities

Our efforts to discover, develop and commercialize our product candidates may not succeed. Clinical drug development is lengthy, expensive and often unsuccessful. Results of early studies and trials are often not predictive of later trial results. Failure can occur at any time. Even if we deem that our product candidates' clinical trial results demonstrate safety and efficacy, regulatory authorities may not agree. Failure to obtain or maintain regulatory approvals for our product candidates would prevent us from commercializing them.

Clinical development is costly, time-consuming, unpredictable and depends on numerous factors, including the substantial discretion of the regulatory authorities. In addition, policies, regulations, and the type and amount of clinical data that the regulatory authority views as necessary for approval may change during the course of a product candidate's clinical development and may vary among jurisdictions. Positive data from clinical trials are susceptible to varying interpretations, which could delay, limit or prevent regulatory approval. The results from nonclinical studies and early clinical trials are often not predictive of results in later clinical trials and top-line or interim results of a clinical trial do not necessarily predict final results, which may differ materially from the earlier results of a particular trial. Product candidates may fail to show the desired

safety and efficacy traits despite having produced positive results in preclinical studies and initial clinical trials. Many companies have suffered significant setbacks in late-stage clinical trials due to lack of efficacy or unanticipated or unexpectedly severe adverse events. Notwithstanding any potential promising results in earlier studies, we cannot be certain that we will not face similar setbacks.

Our current clinical trials may prove inadequate to support marketing approvals. Even trials that generate positive results may have to be confirmed in much larger, more expensive and lengthier trials before we could seek regulatory approval.

Clinical trials may take longer to complete, cost more than expected and fail for many reasons, including:

- failure to show efficacy or acceptable safety, including failure to demonstrate statistical significance;
- slow patient enrollment or delayed activation of clinical trial sites;
- delays obtaining regulatory permission to start a trial, changes to the size or design of a trial or changes in regulatory requirements for a trial already underway;
- inability to secure acceptable terms with vendors and an appropriate number of clinical trial sites;
- delays or inability to obtain Institutional Review Board ("IRB") approval at prospective trial sites;
- failure of patients or investigators to comply with the clinical trial protocol or of us or our vendors to comply with other regulatory requirements;
- the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be insufficient or inadequate;
- unforeseen safety issues, undesirable side effects, or other unexpected characteristics; and
- negative findings of inspections of clinical sites or manufacturing operations by us, the FDA or other authorities.

A trial may also be suspended or terminated by us, the trial's data safety monitoring board, the IRBs governing the sites where the trial is being conducted or the FDA for many reasons, including failure by us or our third-party contractors to comply with regulatory requirements or clinical protocols, negative findings in an inspection of our clinical trial operations or trial sites by the FDA or other authorities, unforeseen safety issues, failure to demonstrate a benefit or changes in government regulations.

At any time prior to the regulatory approval of a product candidate, we may decide, or the FDA or other regulatory authorities may require us, to conduct more pre-clinical or clinical studies, provide additional analysis of existing data or change the size or design of a trial already underway. Such additional or changed requirements, which regulators may impose in their sole discretion, may delay or prevent the completion of development, submission of an NDA or the completion of regulatory review, which would increase our costs and adversely impact future revenue. Even if we conduct the clinical trials and supportive studies that we consider appropriate and the results are positive, we may not receive regulatory approval and marketing authorization to market our product candidates, which would adversely affect our business and our financial results. Following regulatory approval, there is no assurance of commercial success.

In addition, the FDA and comparable foreign regulatory authorities may change their policies, issue additional regulations or revise existing regulations, or take other actions, which may prevent or delay approval of our future products under development on a timely basis. There remains substantial uncertainty as to how the current U.S. administration will seek or continue to modify or revise the requirements and policies of the FDA and other regulatory agencies with jurisdiction over our product candidates. State governments may also attempt to address or react to changes at the federal level with changes to their own regulatory frameworks in a manner that is adverse to our operations. This uncertainty could present new challenges or potential opportunities as we navigate the clinical development and approval process for our product candidates. Such policy or regulatory changes through, for example, executive orders or legislation could impose additional requirements upon us that could delay our ability to obtain approvals, increase the costs of compliance or restrict our ability to maintain any marketing authorizations we may have obtained.

Vendors perform many of the activities necessary to carry out our clinical trials, including drug product distribution, trial management and oversight and data collection and analysis. Failure of these vendors to perform their duties or meet expected timelines may prevent or delay approval of our product candidates.

Third-party clinical investigators and clinical sites enroll patients and CROs manage many of our trials and perform data collection and analysis. Because we currently rely and intend to continue to rely on these third parties, we will have less control over the timing, quality and other aspects of preclinical studies and clinical trials than we would have had we conducted them

independently. These parties are not, and will not be, our employees and we will have limited control over the amount of time and resources that they dedicate to our programs. Nevertheless, we are responsible for ensuring that each of our clinical trials is conducted in accordance with the applicable trial protocol and legal, regulatory and scientific standards, and our reliance on the CROs, clinical trial sites, and other third parties does not relieve us of these responsibilities. If any of our vendors does not perform its duties or meet expected deadlines or fails to adhere to applicable GCPs, or if the quality or accuracy of the data it produces is compromised, affected clinical trials may be extended, delayed or terminated and we may be unable to obtain approval for our product candidates. Outside parties may have staffing difficulties, may undergo changes in priorities or may become financially distressed, adversely affecting their willingness or ability to conduct our clinical trials. Problems with the timeliness or quality of the work of a CRO may lead us to seek to terminate the relationship and use an alternative service provider. However, making this change may be costly and may delay our trials, and it may be challenging to find a replacement organization that can conduct our trials in an acceptable manner and at an acceptable cost. If we, our CROs, clinical trial sites, or other third parties fail to comply with applicable GCPs or other regulatory requirements, we or they may be subject to enforcement or other legal actions, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials complies with GCP regulations. Moreover, our business may be significantly impacted if our CROs, clinical investigators or other third parties violate federal or state healthcare fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

We do not currently have nor do we have immediate plans to acquire the infrastructure or internal capability to manufacture our clinical drug supplies for use in the conduct of our clinical trials, and we lack the internal resources and the capability to manufacture any of our product candidates on a clinical or commercial scale. The facilities used by our contract manufacturers to manufacture our product candidates must be approved by the FDA pursuant to inspections that will be conducted after we submit our NDA to the FDA. If our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or others, they will not be able to secure and/or maintain regulatory approval for their manufacturing facilities. If the FDA or a comparable foreign regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market our product candidates, if approved.

Any replacement of our manufacturers could require significant effort and expertise because there may be a limited number of qualified replacements. In some cases, the technology required to manufacture our product candidates may be unique to the original manufacturer and we may have difficulty transferring such skills or technology to another third party. The process of changing manufacturers is extensive and time-consuming and could cause delays or interruptions in our product candidate supply. Further, if we are required to change manufacturers for any reason, we will be required to verify that the new manufacturer maintains facilities and procedures that comply with all applicable regulations and guidelines, including cGMPs, and that the post-change material is comparable to pre-change material. The delays associated with the verification of a new manufacturer could negatively affect our ability to develop product candidates in a timely manner or within budget.

Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including clinical holds, fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or drugs, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supply of our Products.

We may be unable to obtain or maintain regulatory approvals for our Products or product candidates, which would prevent us from commercializing our product candidates.

We cannot sell a product without the approval of the FDA, EMA or comparable regulatory authority. Obtaining such approval is difficult, uncertain, lengthy and expensive. Failure can occur at any stage. In order to receive FDA approval for a new drug, we must demonstrate to the FDA's satisfaction that the new drug is safe and effective for its intended use and that our manufacturing processes comply with cGMPs. Recent disruptions at the FDA and other government agencies caused by changing presidential administrations or funding shortages could hinder their ability to hire, retain or deploy key leadership and other personnel, prevent new or modified product candidates from being developed, reviewed, approved or commercialized in a timely manner or at all, which could negatively impact our business. In addition, policies, regulations, and the type and amount of clinical data that the regulatory authority views as necessary for approval may change during the course of a product candidate's clinical development and may vary among jurisdictions. Even if we believe the preclinical or clinical data for our product candidates are promising, such data may not be sufficient to support approval by the FDA or comparable foreign regulatory authorities.

Our inability or the inability of our vendors to comply with applicable FDA and other regulatory requirements can result in delays in or denials of new product approvals, suspending or withdrawing our existing regulatory approvals, mandatory

modifications to labeling or promotional materials, requirements to provide corrective information to healthcare professionals, warning letters, untitled letters, fines, consent decrees restricting or suspending manufacturing operations, injunctions, civil penalties, recall or seizure of products, product detention or refusal to permit import or export of our Products, total or partial suspension of product sales and criminal prosecution. We may seek to commercialize our Products in international markets, which would require us to receive a marketing authorization and, in many cases, pricing approval, from the appropriate regulatory authorities. Approval procedures vary between countries and can require additional pre-clinical or clinical studies. Obtaining approval may take longer than it does in the United States. Although approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by others, failure or delay in obtaining regulatory approval in one country may have a negative effect on the regulatory process in others. Any of these or other regulatory actions could materially harm our business and our financial results.

We submitted an NDA for relacorilant as a treatment for patients with hypercortisolism. On December 30, 2025, the FDA issued a CRL declining to approve relacorilant for the proposed use and stating that additional evidence of effectiveness was required. In April 2026, the FDA asked us to conduct additional analyses of the data included in our NDA. Based on the outcome of those analyses, we resubmitted our NDA to the FDA on June 17, 2026. The FDA has assigned a Prescription Drug User Fee Act target date of December 17, 2026 to complete its review. We have also submitted to the EMA an MAA for relacorilant in combination with nab-paclitaxel as a treatment for patients with platinum-resistant ovarian cancer. In September 2026, the CHMP recommended that the EC approve our application. The EC will review the CHMP's opinion and issue a final decision regarding approval in the fourth quarter of 2026. Regulatory decisions regarding our NDA and MAA may be delayed and there is no assurance that they will be approved.

Even if we eventually complete clinical testing and receive approval or other marketing authorization from the FDA or comparable foreign regulatory authority, the FDA or the comparable foreign regulatory authority may grant approval or other marketing authorization contingent on the performance of costly additional clinical trials, including post-marketing clinical trials. The FDA or the comparable foreign regulatory authority also may approve or authorize for marketing a product candidate for a more limited indication or patient population than we originally propose, and the FDA or comparable foreign regulatory authority may not approve or authorize the labeling that we believe is necessary or desirable for the successful commercialization of a product candidate. Any delay in obtaining, or inability to obtain, applicable regulatory approval or other marketing authorization would delay or prevent commercialization of that product candidate or other product candidates and would materially and adversely impact our business and our financial results. In addition, if we receive regulatory approval for a product candidate, we will be subject to ongoing requirements and oversight by the FDA and other regulatory authorities, such as continued safety and other reporting requirements and possibly post-approval marketing restrictions and additional costly clinical trials. If we are not able to maintain regulatory compliance, we may be required to stop development of a product candidate or to stop selling a product that has already been approved. We may also be subject to product recalls or seizures. Future governmental action or changes in regulatory authority policy or personnel may also result in delays or rejection of pending or anticipated product approvals.

The FDA's and comparable foreign regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. For example, the U.S. Supreme Court's June 2024 decision in *Loper Bright Enterprises v. Raimondo* overturned the longstanding Chevron doctrine, under which courts were required to give deference to regulatory agencies' reasonable interpretations of ambiguous federal statutes. The Loper decision could result in additional legal challenges to regulations and guidance issued by federal agencies, including the FDA, on which we rely. Any such legal challenges, if successful, could have a material impact on our business. The Loper decision also may result in increased regulatory uncertainty, inconsistent judicial interpretations, and other impacts to the agency rulemaking process, any of which could adversely impact our business and operations. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained and we may not achieve or sustain profitability, which could adversely affect our business or our financial results.

Our Products and product candidates may cause undesirable side effects that halt their clinical development, prevent their regulatory approval, limit their commercial potential or cause us significant liability.

Patients in clinical trials report changes in their health, including new illnesses, injuries and discomforts, to their study doctor. Often, it is not possible to determine whether or not these conditions were caused by the drug candidate being studied or something else. As we test our product candidates in larger, longer and more extensive clinical trials, or as use of them becomes more widespread if we receive regulatory approval, patients may report serious adverse events that did not occur or went undetected in previous trials. Many times, serious side effects are only detected in large-scale, Phase 3 clinical trials or following commercial approval.

Adverse events reported in clinical trials can slow or stop patient recruitment, prevent enrolled patients from completing a trial and could give rise to liability claims. Regulatory authorities could respond to reported adverse events by interrupting or halting our clinical trials or limiting the scope of, delaying or denying marketing approval. If we elect, or are required by authorities, to delay, suspend or terminate a clinical trial or commercialization efforts, the commercial prospects of the affected product candidates or products may be harmed and our ability to generate product revenues from them may be delayed or eliminated.

If one of our product candidates receives marketing approval, and we or others later identify undesirable side effects or adverse events, potentially significant negative consequences could result, including but not limited to:

- we may discontinue marketing of the product candidate, or decide to remove it from the marketplace;
- regulatory authorities may suspend, limit or withdraw approvals of such product;
- regulatory authorities may require additional warnings on the label, including "boxed" warnings, or issue safety alerts and other safety information about the product;
- we may be required to change the way the product is administered or conduct additional studies or clinical trials;
- we may need to conduct a recall;
- we may be required to create a Risk Evaluation and Mitigation Strategy, which could include a medication guide outlining the risks of such side effects for distribution to patients, a communication plan for healthcare providers and/or other elements to assure safe use;
- the product may become less competitive;
- we may not be able to achieve or maintain third-party payor coverage or adequate reimbursement;
- we may be subject to fines, injunctions or the imposition of criminal penalties; and
- we could be sued and held liable for harm caused to patients.

Any of these events could seriously harm our business.

Risks Related to our Capital Needs and Financial Results

We may need additional capital to fund our operations or for strategic reasons. Such capital may not be available on acceptable terms or at all.

We are dependent on revenue from the sale of our Products and our cash reserves to fund our commercial operations and development programs. If our revenue declines significantly, we may need to curtail our operations or raise funds to support our plans. We may also choose to raise funds for strategic reasons. We cannot be certain funding will be available on acceptable terms or at all. Equity financing would cause dilution; debt financing may involve restrictive covenants. Neither type of financing may be available to us on attractive terms or at all. If we obtain funds through collaborations with other companies, we may have to relinquish rights to one or more of our product candidates. If our revenue declines and our cash reserves are depleted, and if adequate funds are not available from other sources, we may have to delay, reduce the scope of, or eliminate one or more of our development programs.

Risks Related to our Intellectual Property

We may not be able to secure, maintain or effectively assert patent protection for the composition, manufacture, or methods of use of our Products and our proprietary, selective cortisol modulators. Litigation is slow moving, expensive and its outcome is uncertain and subject to challenge on appeal.

Patents are uncertain, involve complex legal and factual questions and are frequently the subject of litigation. The patents issued or licensed to us may be challenged at any time. Competitors may take actions we believe infringe our intellectual property, causing us to take legal action to defend our rights. Intellectual property litigation is lengthy, expensive and requires significant management attention. Outcomes are uncertain. If we do not protect our intellectual property, competitors may erode our competitive advantage. Please see *"Part II, Item 1, Legal Proceedings"* for additional information.

Our patent applications may not result in issued patents and patents issued to us may be challenged, invalidated, held unenforceable or circumvented. Our patents may not prevent third parties from producing competing products. The foreign

countries where we may someday operate may not protect our intellectual property to the extent the laws of the United States do. If we fail to obtain adequate patent protection in other countries, others may produce products in those countries based on our technology.

Risks Related to our Stock

The price of our common stock fluctuates widely and is likely to continue to do so. Opportunities for investors to sell shares may be limited.

We cannot assure investors that a liquid trading market for our common stock will exist at any particular time. As a result, holders of our common stock may not be able to sell shares quickly or at the current market price. During the 52-week period ended October 22, 2026, our average daily trading volume was approximately 1,423,970 shares and the intra-day sales prices per share of our common stock on the Nasdaq Capital Market ranged from $28.66 to $126.38.

Our stock price can experience extreme price and volume fluctuations that are unrelated or disproportionate to our results of operations. Securities class action lawsuits are often instituted against companies following periods of stock market volatility. Such litigation is costly and diverts management's attention from productive efforts.

Factors that may cause the price of our common stock to fluctuate rapidly and widely include:

- actual or anticipated variations in our results of operations or changes to any public guidance we have provided;
- actual or anticipated timing and results of our clinical trials;
- actual or anticipated regulatory approvals of our product candidates;
- disputes or other developments relating to our intellectual property, including developments in generic-related litigation;
- changes in laws or regulations applicable to the pricing, availability of insurance reimbursement, or approved uses of our commercialized products, our product candidates or our competitors' products;
- investor concerns that physicians will prefer, now or in the future, medications that compete with our Products;
- short-selling of our common stock, the publication of negative opinions about our business or other market manipulation activities that are intended to lower our stock price or increase its volatility;
- sales of a substantial number of shares of our stock in the public market, leading to reductions in its price;
- overall performance of the equity markets;
- changes in estimates or recommendations by securities analysts or the failure of our performance to meet the published expectations of those analysts or public guidance we have provided;
- purchases of our common stock pursuant to the Stock Repurchase Program or changes to that program;
- general market and economic conditions;
- conflicts in the Middle East, the ongoing conflict between Ukraine and Russia, instability in Venezuela and other geopolitical conflicts and the global impact of restrictions and sanctions imposed on Russia and the impact thereof on the markets generally, including any adverse effects on macroeconomic conditions such as inflation;
- changes in the expected or actual timing of our competitors' development programs and the approval of competing products;
- purchases or sales of our common stock by our officers, directors or stockholders;
- technological innovations by us, our collaborators or our competitors;
- conditions in the pharmaceutical industry, including the market valuations of companies similar to ours;
- additions or departures of key personnel;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures, collaborations or capital commitments; and

- additional financing activities.

Our stock price may decline if our financial performance does not meet the guidance we have provided to the public, estimates published by research analysts or other investor expectations.

The guidance we provide as to our expected revenue is only an estimate of what we believe is realizable at the time we give such guidance. Our revenue depends on many factors, including, without limitation, the efficacy of our sales and marketing efforts, the price we receive from private and government payors, competition from alternate treatments for patients with hypercortisolism, including from generic versions of Korlym, competition from alternate treatments for patients with platinum-resistant ovarian cancer and changes in government regulations. Our guidance estimate considers all of these factors, but they are difficult to predict. As a result, our revenue may vary materially from our guidance. Research analysts publish estimates of our future revenue and earnings based on their own analysis. The revenue guidance we provide may be one factor they consider when determining their estimates. If our revenue is materially less than the guidance we provide or the revenue estimates published by the research analysts who cover our stock, our stock price may decline.

We have in the past been, and may in the future be, subject to short-selling strategies that may drive down the market price of our common stock and increase its volatility.

Short sellers have attempted, and likely will continue to attempt, to drive down the price of our common stock. Short selling is the practice of selling stock the seller does not own with the intention of buying it back later at a lower price, thereby profiting from any decline in the price of the stock between the time it is sold and the time it is repurchased. To support their efforts, short sellers often publish, or arrange for others to publish, negative opinions regarding the relevant issuer and its business prospects. These publications are often made to appear as if they were objective journalism or unbiased "research reports" of the type distributed by credible Wall Street firms and independent research analysts. Short seller publications are not regulated by any governmental, self-regulatory organization or other authority in the United States and the opinions they express are often based on distortions, omissions or fabrications. Short attacks supported by such publications have, in the past, led to selling of our stock and at least temporary reductions in its price. Companies that are subject to unfavorable allegations, even if untrue, may have to expend a significant amount of resources to investigate such allegations and/or defend themselves, including shareholder suits against the company that may be prompted by such allegations. We have been, and may in the future be, the subject of shareholder suits prompted by allegations made by short sellers.

General Risk Factors

Actions by the federal government of the United States have created unprecedented legal, governmental, regulatory and economic uncertainty and risks that may adversely affect our business.

The federal government of the United States has recently significantly reduced funding for scientific research conducted by the federal government and universities, terminated large numbers of employees at government agencies that support health care research and regulation, including the FDA, Centers for Disease Control and National Institutes of Health, and has passed laws that will, over the next several years, significantly reduce the number of people covered by Medicaid. In addition, President Trump has imposed new tariffs on international trade, increased existing tariffs, and abruptly paused or reversed tariffs in ways that will increase our costs and make planning difficult. The government's actions have caused economic and regulatory uncertainty and have been adverse to our clinical and commercial efforts.

The administration may adopt new policies or take new actions that make it more difficult and costly to develop our product candidates. Significant cuts or disruptions to the staffing of government agencies and their budgets may delay review of current and future NDAs and may hamper our ability to advance our other clinical programs. The research programs of our academic collaborators may be canceled or their funding reduced. These actions may be taken with little or no advance notice.

The significant cuts to funding for Medicaid contained in the OBBBA enacted in July 2025 will increase the cost of our financial assistance and charitable donation programs. There may be further reductions in federal healthcare spending that may harm our business.

The imposition of tariffs on materials we or our vendors and collaborators use to conduct experiments or to make our Products or product candidates has increased our costs and may increase them further. The United States' tariff regime and the tariff regime of its trading partners are in constant flux. Although we monitor the situation closely, the tariffs that may affect our business are difficult to predict. It is unlikely that we will be able to anticipate new trade measures or mitigate their impacts, which could be material. Additionally, the laws and regulations governing our operations, as well as the application of those laws and regulations, may change without notice. Failure by us or our vendors to comply with new laws or regulations or to respond in a timely way to abrupt changes in the application of existing laws and regulations could adversely affect our business and our financial results.

Additionally, disruptions at the FDA may impede its ability to review applications to start clinical trials, complete reviews of new drug applications, and conduct other activities critical to our business in a timely way or at all. For example, over the last several years, the U.S. government has shut down several times and certain regulatory agencies, including the FDA, have furloughed critical employees and stopped critical activities. Although some of the activities upon which our business relies, including the review of new drug applications, are funded independently by user fees, these fees may not be sufficient, and if a prolonged government shutdown occurs again, it could require the FDA to curtail or cease its activities, which could have a material adverse effect on our business.

Further, a prolonged or future shutdown of the U.S. federal government could materially impact the operations of the SEC. For example, the SEC announced that during the recent U.S. federal government shutdown, it would not declare registration statements effective. In the event of a future extended shutdown, the SEC could operate with limited staff or suspend certain functions altogether, which could delay the review or effectiveness of our filings, including registration statements or other financing-related disclosures. Such delays could adversely affect our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue to fund our operations.

We need to increase the size of our organization and may experience difficulties in managing growth.

Our commercial and research and development efforts are constrained by our limited administrative, operational and management resources. To date, we have relied on a small management team. Growth will impose significant added responsibilities on members of management, including the need to recruit and retain additional employees. Our financial results and ability to compete will depend on our ability to manage growth effectively. To that end, we must:

- continue to add talented, experienced personnel to our endocrinology, oncology and emerging markets businesses;
- manage our clinical trials, research and manufacturing activities effectively;
- hire more general management, clinical development, administrative and sales and marketing personnel; and
- continue to develop our administrative systems and controls.

Failure to accomplish any of these tasks could harm our business.

If we lose key personnel or are unable to attract more skilled personnel, we may be unable to pursue our product development and commercialization goals.

Our ability to operate successfully and manage growth depends upon hiring and retaining skilled managerial, scientific, sales, marketing and financial personnel. The job market for qualified personnel is intensely competitive and turnover rates have reached record highs within our industry and the geographical areas from which we recruit. We depend on the principal members of our management and scientific staff. Any officer or employee may terminate his or her relationship with us at any time and work for a competitor. We do not have employment or key-person life insurance covering any of our personnel. The loss of key individuals could delay our research, development and commercialization efforts.

We are subject to regulations and other legal obligations relating to drug development and commercialization, the conduct of business as an issuer of publicly traded securities and individual privacy and data protection. Compliance with these obligations is complex and costly. Failure to comply could materially harm our business.

New laws and regulations, as well as changes to existing laws and regulations, including statutes and regulations concerning taxes and the development, approval, marketing and pricing of medications, the provisions of the ACA requiring the reporting of aggregate spending related to health care professionals, the provisions of the Sarbanes-Oxley Act of 2002, the Dodd-Frank Act of 2010 and rules adopted by the SEC and by The Nasdaq Stock Market LLC have increased and will likely continue to increase our cost of doing business and divert management's attention from revenue-generating activities.

We and our partners are subject to federal, state and foreign laws and regulations concerning data privacy and security, including HIPAA and the EU General Data Protection Regulation ("GDPR"). These and other regulatory frameworks are evolving rapidly as new rules are enacted and existing ones updated and made more stringent.

In the United States, numerous federal and state laws and regulations, including state data breach notification laws, state health information privacy laws, and federal and state consumer protection laws and regulations (e.g., Section 5 of the Federal Trade Commission Act), that govern the collection, use, disclosure, and protection of health-related and other personal information could apply to our operations or the operations of our partners. In addition, we may obtain health information from third parties (including research institutions from which we obtain clinical trial data) that are subject to privacy and security requirements under HIPAA. Depending on the facts and circumstances, we could be subject to criminal penalties if we

knowingly obtain, use, or disclose individually identifiable health information maintained by a HIPAA-covered entity in a manner that is not authorized or permitted by HIPAA. Requirements for compliance under HIPAA are also subject to change, as the HHS Office for Civil Rights issued a proposed rule that would amend certain security compliance requirements for covered entities and business associates.

Even when HIPAA does not apply, according to the Federal Trade Commission (the "FTC"), violating consumers' privacy or failing to take appropriate steps to keep consumers' personal information secure may constitute unfair acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act. The FTC expects a company's data security measures to be reasonable and appropriate in light of the sensitivity and volume of consumer information it holds, the size and complexity of its business, and the cost of available tools to improve security and reduce vulnerabilities. Individually identifiable health information is considered sensitive data that merits stronger safeguards. In 2024, the FTC also finalized its rulemaking on additional data privacy rules and requirements, which may add additional complexity to compliance obligations going forward.

The DOJ issued a rule in 2025 entitled "Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons," and known less formally as the "Bulk Transfer Rule." The Bulk Transfer Rule is codified at 28 CFR part 202 and prohibits and restricts bulk transfers of sensitive personal data (including genetic and health data) to countries of concern, such as China, Russia, and Iran to prevent access by foreign adversaries. It restricts our ability to engage in certain cross-border transactions involving genomic or biological samples and related data, which may increase compliance costs, lead to increased regulatory scrutiny or liability, and may require additional contractual negotiations, which may adversely impact our business and our financial results.

In addition, certain state laws govern the privacy and security of health-related and other personal information in certain circumstances, some of which may be more stringent, broader in scope or offer greater individual rights with respect to protected health information than HIPAA and many of which may differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties and private litigation. For example, the California Confidentiality of Medical Information Act imposes restrictive requirements regulating the use and disclosure of health information and other personally identifiable information. Further, the California Consumer Privacy Act (the "CCPA"), revised and amended by the California Privacy Rights Act (the "CPRA" and collectively, the "CCPA"), created individual privacy rights for California consumers and increased the privacy and security obligations of entities handling certain personal information as well as limitations on data uses, audit requirements for higher risk data, and opt outs for certain uses of sensitive data. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. The CCPA is enforced by the California Privacy Protection Agency, which is authorized to issue substantive regulations resulting in increased privacy and information security enforcement. The CCPA may increase our compliance costs and potential liability. Several other states have implemented similar comprehensive privacy laws that took effect in the past year or will take effect in the near future, and states have implemented or are considering laws that specifically focus on the processing of personal data related to individuals' health, including Washington's My Health My Data Act and California's Confidentiality of Medical Information Act. As a result, additional compliance investment and potential business process changes may be required. In the event that we are subject to or affected by HIPAA, the CCPA or other domestic privacy and data protection laws, any liability from failure to comply with the requirements of these laws could adversely affect our financial results. Additional legislation proposed at the federal level and in other states, along with increased regulatory action, reflects a trend toward more stringent privacy legislation in the United States.

Outside the United States, many jurisdictions have enacted or are in the process of enacting extensive data privacy regulations. In Europe, the GDPR took effect in 2018 and imposes stringent data protection requirements on controllers and processors of personal data of individuals within the European Economic Area ("EEA"), particularly with respect to clinical trials. The GDPR provides that EEA member states may make further laws and regulations limiting the processing of health data, which could limit our ability to use and share personal data or could cause our costs to increase and harm our business and our financial results. In addition, the GDPR increases the scrutiny that clinical trial sites located in the EEA should apply to transfers of personal data from such sites to countries that are considered to lack an adequate level of data protection, such as the United States. Legal developments have added complexity and compliance uncertainty regarding certain transfers of information from the EEA to the United States. Following EU court decisions, updated standard contractual clauses ("SCCs") were adopted to account for these judicial decisions, imposing new requirements on data transfers. The revised SCCs must be used for relevant new data transfers from September 27, 2021, and existing SCC arrangements were required to be retired by December 27, 2022. As supervisory authorities issue further guidance on personal data export mechanisms, and/or start taking enforcement action, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or if we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our services, the geographical location or segregation of our relevant systems and operations, and

could adversely affect our financial results. Further, on July 10, 2023, the EC adopted its adequacy decision on the EU-U.S. Data Privacy Framework ("DPF"). The decision, which took effect on the day of its adoption, concludes that the United States ensures an adequate level of protection for personal data transferred from the EEA to companies certified to the DPF. It is currently unclear how the future of the DPF will evolve and what impact it will have on our international activities. The GDPR imposes substantial fines for breaches of data protection requirements, which can be up to four percent of global revenue for the preceding financial year or €20 million, whichever is greater, and it also confers a private right of action on data subjects for breaches of data protection requirements. Compliance with European data protection laws is a rigorous and time-intensive process that may increase our cost of doing business, and despite those efforts, there is a risk that we may be subject to fines and penalties, litigation and reputational harm in connection with our European activities. From January 1, 2021, we have had to comply with the GDPR and separately the UK GDPR, which, together with the amended UK Data Protection Act 2018, retains the GDPR in UK national law, each regime having the ability to fine up to the greater of €20 million/£17.5 million or 4 percent of global turnover. It is unclear how UK data protection laws and regulations will develop in the medium to long term and these changes may lead to additional costs and increase our overall risk exposure. In addition, on June 19, 2025, the UK's Data (Use and Access) Act 2025 (the "DUAA") was granted Royal Assent, implementing various measures concerning data usage in the UK and reforming data protection laws. The provisions within the DUAA will come into force through 2026, and it is currently unclear how the DUAA will be implemented and what impact it will have on our international activities.

Preparing for and complying with United States and foreign privacy and security laws and regulations is complex and costly as it is rigorous and time-intensive and requires significant resources and a review of our technologies, systems and practices, as well as those of any third-party collaborators, service providers, CROs, contractors or consultants that process or transfer personal data collected in the EU. The GDPR and other changes in laws or regulations associated with the enhanced protection of certain types of sensitive data, such as healthcare data or other personal data from our clinical trials, and access to certain data such as the European Health Data Space Regulation, could require us to change our business practices and put in place additional compliance mechanisms, may interrupt or delay our development, regulatory and commercialization activities and increase our cost of doing business, and could lead to government enforcement actions, private litigation and significant fines and penalties against us and could have a material adverse effect on our business and our financial results. Similarly, failure to comply with federal and state laws regarding privacy and security of personal data could expose us to fines and penalties under such laws. Even if we are not determined to have violated these laws, government investigations into these issues typically require the expenditure of significant resources and generate negative publicity, which could harm our reputation and our business.

We rely on information technology to conduct our business. A breakdown or breach of our information technology systems or our failure to protect confidential information concerning our business, patients or employees could interrupt the operation of our business and subject us to liability.

We store valuable confidential information relating to our business, patients and employees on our computer networks and on the networks of our vendors. In addition, we rely heavily on internet technology, including video conferencing, teleconferencing and file-sharing services, to conduct business. Despite our security measures, our networks and the networks of our vendors are at risk of break-ins, installation of malware or ransomware, denial-of-service attacks, data theft and other forms of malfeasance by persons seeking to commit fraud or theft, which could result in unauthorized access to, and/or misuse of, our clinical data or other confidential information, including confidential information relating to our patients or employees. Our cybersecurity risks may continue to increase due to our reliance on internet technology and the number of our employees who work remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities.

We and our vendors have experienced data breaches, theft, "phishing" attacks and other unauthorized access to confidential data and information. There can be no assurance that our cybersecurity systems and processes will prevent unauthorized access in the future that causes serious harm to us, our patients or employees. We may also experience security breaches that remain undetected for an extended period.

Disruptions or security breaches that result in the disclosure of confidential or proprietary information could cause us to incur liability and delay or otherwise harm our research, development and commercialization efforts. We may be liable for losses suffered by patients or employees or other individuals whose confidential information is stolen as a result of a breach of the security of the systems that we or third parties and our vendors store this information on, and any such liability could be material. Even if we are not liable for such losses, any breach of these systems could expose us to material costs in notifying affected individuals, as well as regulatory fines or penalties. In addition, any breach of these systems could disrupt our normal business operations and expose us to reputational damage and harm our business and our financial results. Any insurance we maintain against the risk of this type of loss may not be sufficient to cover actual losses or may not apply to the circumstances relating to any particular loss.

The use of artificial intelligence ("AI") by us and our vendors could adversely affect our business.

We and our vendors use AI in connection with our business. Even when best-practice security measures are employed, use of AI could result in the inadvertent disclosure of confidential, proprietary or other sensitive information and its incorporation into publicly accessible databases, AI training sets or similar repositories. The AI capabilities, security practices and compliance controls of our vendors may be inadequate and could expose us to cybersecurity, confidentiality, privacy, operational and other risks. Malicious actors may use AI to identify and exploit vulnerabilities in our or our vendors' networks, software, websites or databases and to enhance the effectiveness of their attacks, which could result in disclosure or loss of confidential, proprietary or other sensitive information, disruption of our operations or the operations of vendors upon whom we rely, and may adversely affect our business and financial results.

Changes in federal, state and local tax laws may reduce our net earnings.

Our earnings are subject to federal, state and local taxes. We offset a portion of our earnings using net operating losses and our taxes using research and development tax credits, which reduce the amount of tax we pay. Some jurisdictions require that we pay taxes or fees calculated as a percentage of sales, payroll expense, or other indicia of our activities. Please see "*Part I, Item 1, Notes to Condensed Consolidated Financial Statements – Income Taxes*." Changes to existing tax laws could materially increase the amounts we pay, which would reduce our after-tax net income.

Research analysts may not continue to provide or initiate coverage of our common stock or may issue negative reports.

The market for our common stock may be affected by the reports financial analysts publish about us. If any of the analysts covering us downgrades or discontinues coverage of our stock, the price of our common stock could decline rapidly and significantly. Paucity of research coverage may also adversely affect our stock price.

Any acquisition of Corcept shares through our Stock Repurchase Program or, in certain cases, pursuant to the exercise of stock options, will reduce our cash reserves.

In January 2024, our Board of Directors authorized the repurchase of up to $200 million of our common stock pursuant to the Stock Repurchase Program. In addition, we sometimes accept, in our sole discretion, shares equal in value to any tax and exercise price liability due from option holders at the time of exercise and remit the applicable tax amounts to the tax authorities. Neither our Stock Repurchase Program nor the acceptance of shares at the time of option exercise requires us to acquire shares. Furthermore, the Stock Repurchase Program may be modified, suspended or discontinued at any time without notice. It is possible that other uses of our capital would have been more advantageous or that our future capital requirements would increase unexpectedly. By reducing our cash balance, our repurchases of common stock could hamper our ability to execute our plans, meet financial obligations or access financing.

Anti-takeover provisions in our charter and bylaws and under Delaware law may make an acquisition of us or a change in our management more expensive or difficult, even if an acquisition or a management change would be beneficial to our stockholders.

Provisions in our charter and bylaws may delay or prevent an acquisition of us or a change in our management. Some of these provisions allow us to issue preferred stock without any vote or further action by the stockholders, require advance notification of stockholder proposals and nominations of candidates for election as directors and prohibit stockholders from acting by written consent. In addition, a supermajority vote of stockholders is required to amend our bylaws. Our bylaws provide that special meetings of the stockholders may be called only by our Chairman, President or the Board of Directors and that the authorized number of directors may be changed only by resolution of the Board of Directors. These provisions may prevent or delay a change in our Board of Directors or our management, which our Board of Directors appoints. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law. Section 203 may prohibit large stockholders, in particular those owning 15 percent or more of our outstanding voting stock, from merging or combining with us. These provisions in our charter and bylaws and under Delaware law could reduce the price that investors would be willing to pay for shares of our common stock.

Our officers, directors and principal stockholders, acting as a group, could significantly influence corporate actions.

As of October 22, 2026, our officers and directors beneficially owned approximately 20 percent of our common stock. Acting together, these stockholders could significantly influence any matter requiring approval by our stockholders, including the election of directors and the approval of mergers or other business combinations. The interests of this group may not always coincide with our interests or the interests of other stockholders and may prevent or delay a change in control. This significant concentration of share ownership may adversely affect the trading price of our common stock because many investors perceive disadvantages to owning stock in companies with controlling stockholders.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

There were no unregistered sales of equity securities during the period covered by this report.

Issuer Purchases of Equity Securities

In January 2024, our Board of Directors approved a program authorizing the repurchase of up to $200 million of our common stock. Purchases under this program may be made in the open market, in privately negotiated transactions or otherwise. The timing and amount of any repurchases will be determined based on market conditions, our stock price and other factors. The program does not require us to repurchase any specific number of shares and may be modified, suspended or discontinued at any time without notice. The program does not have an expiration date. As of September 30, 2026, $5.7 million of the current authorization remained available for the repurchase of shares of our common stock.

The following table contains information relating to the repurchases of our common stock in the three months ended September 30, 2026 as part of our publicly announced stock repurchase program (in thousands, except average price per share):

Fiscal Period	Total Number of Shares Repurchased	Average Price Paid Per Share	Dollar Amount of Shares That May Yet be Purchased Under the Program
July 1, 2026 to July 31, 2026	—	$ —	$ 11,424
August 1, 2026 to August 31, 2026	—	—	11,424
September 1, 2026 to September 30, 2026	52	109.75	5,679
Total	52	$ 109.75	$ 5,679

The following table contains information relating to the purchase of shares of our common stock in the three months ended September 30, 2026 as part of the cashless net exercises of stock options and vesting of restricted stock (in thousands, except average price per share):

Fiscal Period	Total Number of Shares Purchased[1]	Average Price Per Share	Total Purchase Price of Shares[2]
July 1, 2026 to July 31, 2026	37	$ 97.90	$ 3,645
August 1, 2026 to August 31, 2026	477	112.31	53,611
September 1, 2026 to September 30, 2026	42	113.24	4,691
Total	556	$ 111.41	$ 61,947

(1) In July 2026, we issued 106,395 shares of common stock as part of a net-share settlement of a cashless option exercise, of which 24,144 shares were surrendered to us in satisfaction of related exercise cost and tax obligations. In August 2026, we issued 856,969 shares of common stock as part of a net-share settlement of a cashless option exercise, of which 435,008 shares were surrendered to us. In September 2026, we issued 56,135 shares of common stock as part of a net-share settlement of a cashless option exercise, of which 23,645 shares were surrendered to us.

In July 2026, we issued 36,693 shares of common stock as part of restricted stock vesting, of which 13,090 shares were surrendered to us in satisfaction of related tax obligations. In August 2026, we issued 118,945 shares of common stock as part of restricted stock vesting, of which 42,357 shares were surrendered to us. In September 2026, we issued 51,133 shares of common stock as part of restricted stock vesting, of which 17,781 shares were surrendered to us.

(2) We paid $37.9 million to satisfy the tax withholding obligations associated with the net-share settlement of these cashless option exercises and vesting of restricted stock.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Insider Trading Arrangements

During the three months ended September 30, 2026, none of our directors and officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities that is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Securities Exchange Act of 1934, as amended, or any "non-Rule 10b5-1 trading arrangement," as defined in Item 408(a) of Regulation S-K, other than as set forth in the table below. Each trading arrangement in the table below is intended to satisfy the affirmative defense of Rule 10b5-1(c).

Name	Position	Action	Adoption Date	Total Shares of Common Stock to be Sold	Expiration Date[1]
Daniel N. Swisher, Jr.	Director	Adoption	8/3/2026	Up to 180,000	10/31/2027
Atabak Mokari	Chief Financial Officer	Adoption	8/13/2026	Up to 200,000	11/14/2027
William Guyer	Chief Development Officer	Adoption	8/20/2026	Up to 360,000	5/31/2028

(1) Each trading arrangement permits transactions through and including the earlier to occur of (a) the completion of all sales or (b) the date listed in the table.

Roberto Vieira, our President, Oncology, was appointed as an officer, as defined in Rule 16a-1(f) under the Exchange Act, effective as of September 1, 2026. Mr. Vieira adopted a Rule 10b5-1 trading arrangement on June 17, 2026, prior to his appointment as an officer. As Mr. Vieira was not an officer subject to the disclosure requirements of Item 408(a) of Regulation S-K at the time of adoption of this trading arrangement, no disclosure of this 10b5-1 plan was made in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2026, and no such disclosure has been made in the table above.

ITEM 6. EXHIBITS

Exhibit Number	Description of Document
3.1	Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on May 24, 2023).
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on December 11, 2023).
10.1#^	Consulting Services Agreement, dated as of September 22, 2026 and effective as of October 1, 2026, by and between Corcept Therapeutics Incorporated and Sean Maduck.
10.2#	Employment Offer Letter to Roberto Vieira, dated October 16, 2023.
10.3#	Severance and Change in Control Agreement by and between Corcept Therapeutics Incorporated and Roberto Vieira, dated January 29, 2024.
10.4#	Employment Offer Letter to Justin Gunn, dated June 27, 2024.
10.5#	Severance and Change in Control Agreement by and between Corcept Therapeutics Incorporated and Justin Gunn, dated October 1, 2026.
31.1	Rule 13a-14(a)/15d-14(a) Certifications of Joseph K. Belanoff, M.D., Chief Executive Officer of the registrant.
31.2	Rule 13a-14(a)/15d-14(a) Certifications of Atabak Mokari, Chief Financial Officer of the registrant.
32.1	18 U.S.C. Section 1350 Certifications of Joseph K. Belanoff, M.D., Chief Executive Officer of the registrant.
32.2	18 U.S.C. Section 1350 Certifications of Atabak Mokari, Chief Financial Officer of the registrant.
101	The following materials from the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2026, formatted in Inline Extensible Business Reporting Language (Inline XBRL): (i) Unaudited Condensed Consolidated Balance Sheets at September 30, 2026 and December 31, 2025, (ii) Unaudited Condensed Consolidated Statements of Income for the three and nine month periods ended September 30, 2026 and 2025, (iii) Unaudited Condensed Consolidated Statements of Comprehensive Income for the three and nine month periods ended September 30, 2026 and 2025, (iv) Unaudited Condensed Consolidated Statements of Cash Flows for the nine month periods ended September 30, 2026 and 2025, (v) Unaudited Condensed Consolidated Statements of Stockholders' Equity and (vi) Notes to Unaudited Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

# Indicates a management contract or compensatory plan or arrangement.

^ Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601. The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURES

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

CORCEPT THERAPEUTICS INCORPORATED

Date: November 3, 2026

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.
Chief Executive Officer and President

Date: November 3, 2026

/s/Atabak Mokari

Atabak Mokari
Chief Financial Officer

Date: November 3, 2026

/s/Joseph D. Lyon

Joseph D. Lyon
Chief Accounting & Technology Officer

Exhibit 10.1

CONSULTING SERVICES AGREEMENT

This **Consulting Services Agreement** ("Agreement") is dated as of September 22, 2026, and is made to be effective as of October 1, 2026 (the "Effective Date") between **Corcept Therapeutics Incorporated**, a Delaware corporation located at 101 Redwood Shores Parkway, Redwood City, CA 94065 ("Corcept"), and Sean Maduck, an individual ("Consultant"). Corcept and Consultant may each be referred to as a "Party" or collectively as the "Parties" to this Agreement.

WHEREAS, Consultant was a member of Corcept's executive team, serving as President of Corcept Endocrinology, and resigned from that position effective on the Effective Date;

WHEREAS, Corcept desires to retain Consultant as an independent contractor to perform consulting services for Corcept; and

WHEREAS, Consultant desires to perform such services as an independent contractor for Corcept on the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, Corcept and Consultant agree as follows:

1. **SERVICES, TERMS AND COMPENSATION.**

(a) SERVICES TO BE PROVIDED:

Consultant shall provide such assistance to Corcept's Chief Executive Officer and executive management team as requested from time to time throughout the Term of this Agreement (collectively, the "Services"). Consultant represents and warrants that Consultant will render the Services in a timely and professional manner consistent with Corcept's policies and industry standards and in accordance with all applicable laws and regulations. Subject to the foregoing, the manner and means by which Consultant chooses to complete the Services are in Consultant's sole discretion and control.

(b) FEES AND EXPENSES:

(c) So long as Consultant provides the Services: (i) Consultant shall not have incurred a "Termination of Service" for purposes of Consultant's outstanding Corcept stock options, under which such stock options shall continue to vest according to their current terms so long as Consultant provides the Services and this Agreement remains in effect; and (ii) Consultant shall be paid Fifty Seven Thousand Dollars ($57,000.00) per month in cash, payable in equal monthly installments on the last day of each month during the Term. In the event Consultant's Services terminate prior to the scheduled expiration of the Term, Consultant shall be provided a final pro-rata monthly payment for Services performed in the month in which Consultant's Services ceased. Consultant shall be responsible for all travel expenses incurred in connection with the Services; provided, however, that if travel is performed pursuant to Corcept's specific written request, Consultant shall be reimbursed for reasonable out-of-pocket travel and other expenses

actually incurred, upon submission and verification of customary receipts and vouchers, pursuant to Corcept's Expense Reimbursement Guidelines attached hereto as Attachment 1.

(d) Consultant acknowledges that Corcept will rely on the W-9 form to be provided by Consultant.

2. **CONFIDENTIALITY**

(a) Confidential Information. During the Term and in the course of Consultant's performance hereunder, Consultant may receive and otherwise be exposed to confidential and proprietary information owned by Corcept or received by Corcept from third parties pursuant to an obligation of confidentiality with respect thereto. Such confidential and proprietary information may include, but is not limited to, any business, technical, clinical, and financial information that is expressly designated by Corcept as confidential or that by its context would reasonably be deemed to be confidential, including information concerning or resulting from research, development, and other projects (such as, but not limited to, preclinical, clinical, and other data), and the existence of this Agreement (collectively referred to herein as "Confidential Information"). All Confidential Information is the sole and exclusive property of Corcept.

(b) Use and Prevention of Unauthorized Disclosure. Consultant will use Confidential Information solely to perform the Services for the benefit of Corcept and for no other purpose. Consultant will not disclose, lecture on, or publish any Confidential Information to any other person without Corcept's prior written consent, and will immediately notify Corcept of any unauthorized use or disclosure of Confidential Information and assist Corcept in remedying any such use or disclosure. Consultant agrees to take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information, including, but not limited to, having each employee or agent of Consultant, if any, with access to Confidential Information execute a nondisclosure agreement containing provisions in Corcept's favor substantially identical to this Agreement.

(c) Return of Materials. Upon termination of this Agreement or as otherwise requested by Corcept, Consultant will promptly return to Corcept all materials and any copies containing or embodying Confidential Information.

(d) Exclusions. The foregoing obligations regarding confidentiality shall not apply to information proven by Consultant to have been: (a) made public through no fault or action by Consultant; (b) rightfully received by Consultant from a third party not under any obligation to keep such information confidential; or (c) developed by Consultant or Consultant's employees or agents independently of the Services and without reference to any information communicated to Consultant by Corcept.

(e) Legally Required Disclosure. Notwithstanding the foregoing, Confidential Information may be disclosed to the extent required by law or as ordered by a court or other regulatory body having competent jurisdiction; provided that Consultant uses reasonable efforts to limit the disclosure and maintain the confidentiality of the Confidential Information to the extent possible and provides reasonable prior written notice of such disclosure to Corcept.

(f) Third-Party Information or Technology. Neither Party shall communicate any information to or share any technology with the other in violation of any confidentiality obligations owed to, or proprietary rights of, any third party.

3. **NON-DISPARAGEMENT**

Consultant shall not make any disparaging, defamatory, or derogatory statements about Corcept, its officers, directors, employees, products, or business practices, whether orally or in writing, including on social media. Nothing in this Section 3 shall prevent Consultant from providing truthful testimony or information as required by law or legal process.

4. **ADDITIONAL ACTIVITIES**

(a) Similar Engagements. So long as Consultant is providing the Services, Consultant will not, directly or indirectly, engage or participate in, or perform services for any other person or business for purposes of research, development or commercialization of therapies related to cortisol modulation.

(b) Outstanding Obligations. Consultant certifies that Consultant has no outstanding agreement or obligation that Consultant would breach, that would conflict with, or that would preclude Consultant from complying with any provision of this Agreement, and further covenants that Consultant will not enter into any such conflicting agreement during the Term. Consultant has disclosed and, during the Term, will promptly disclose to Corcept any conflicts between this Agreement and any other agreement, policy, or obligation binding Consultant. Consultant will not use the funding, resources, or facilities of any third party without the prior written consent of Corcept to perform Services hereunder and will not perform the Services in any manner that would give any third party rights or access to the product of such Services.

(c) Non-Solicitation. During the Term and for a period ending two (2) years after the date of termination of this Agreement, Consultant will not (i) induce or attempt to induce any employee of Corcept to leave the employ of Corcept or (ii) solicit or attempt to solicit any client, customer, vendor, supplier, or business partner of Corcept to terminate, reduce, or alter its relationship with Corcept or to do business with Consultant or any other person. An individual's response to a broad and general advertisement or solicitation not specifically targeting or intending to target employees of Corcept, its subsidiaries, or any of Corcept's affiliates shall not be deemed a violation of this Agreement.

(d) Publications. Consultant will submit to Corcept any proposed publication that contains any discussion relating to Corcept or work performed by Consultant for Corcept under this Agreement and agrees that no such publication will be made without the prior written consent of Corcept.

5. **INTELLECTUAL PROPERTY**

(a) Disclosure of Work Product. Consultant will, as an integral part of the performance of the Services, disclose in writing to Corcept all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, biological or chemical specimens or samples, databases, user interfaces, encoding techniques, and other materials of any kind that Consultant may make, conceive, develop, or reduce to practice, alone or jointly with others, in connection with performing the Services, or that result from or relate to the Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark, or other legal protection (collectively, "Consultant Work Product"). Consultant Work Product includes, without limitation, any deliverable that Consultant delivers to Corcept during the course of performing the Services.

(b) Assignment of Consultant Work Product. Consultant hereby irrevocably transfers and assigns to Corcept, and agrees to irrevocably transfer and assign to Corcept, all right, title, and interest in and to the Consultant Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") therein. At Corcept's request and expense, during the Term and after termination of this Agreement, Consultant will assist and cooperate with Corcept in all respects, execute documents, and take such further acts as reasonably requested by Corcept to enable Corcept to acquire, transfer, maintain, perfect, and enforce its Intellectual Property Rights and other legal protections for the Consultant Work Product. Consultant hereby appoints the officers of Corcept as Consultant's attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.

6. **TERM AND TERMINATION**

(a) Term. The term of this Agreement will expire on September 30, 2027, unless terminated earlier in accordance with this Section or extended in writing by both Parties ("Term").

(b) Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In addition, each Party may terminate this Agreement immediately upon notice to the other Party in the event of a material breach by such other Party of any covenant contained in this Agreement. Corcept may terminate this Agreement immediately and without further notice if Consultant breaches Section 2 (Confidentiality), Section 3 (Non-Disparagement), Section 4 (Additional Activities), or Section 5 (Intellectual Property), and Corcept may terminate this Agreement immediately upon notice to Consultant in the event of misconduct by Consultant that has the potential to have a materially adverse effect on the business of Corcept. Upon termination by Corcept for Consultant's breach, all unpaid fees and any eligibility for the bonus fee under Section 1(b) shall be forfeited.

(c) Survival. Upon termination of this Agreement (or expiration of the Term), Consultant will either complete or cease work on all Services at Corcept's option, immediately after receiving written notice from Corcept. Following any such termination and/or completion of Services, Consultant shall return all Confidential Information and deliver all Consultant Work Product and related documentation to Corcept. In addition, termination of this Agreement shall not relieve Consultant of obligations explicitly intended to survive such termination or stated under the following sections: 2 (Confidentiality), 3 (Non-Disparagement), 4(c) (Non-Solicitation), 5 (Intellectual Property), 6(c) (Survival), 7(e) (Equitable Relief), 8 (Cooperation), 9 (Clawback), 10 (Representations and Warranties), and 11 (Audit Rights).

7. **GENERAL**

(a) Assignment and Subcontracting. Neither this Agreement nor any right hereunder or interest herein may be assigned or transferred by Consultant without the express written consent of Corcept. Consultant may not subcontract any of the Services without Corcept's prior written consent. If Corcept so consents, then any agreement entered into by Consultant with a permitted third-party subcontractor shall, at a minimum, provide for ownership and allocation of intellectual property rights, obligations of confidentiality with respect to information, reports, and record access, and rights to data that are consistent with the intent and terms of this Agreement. Consultant shall remain liable for the performance of any of its obligations hereunder that it delegates to a subcontractor.

(b) Independent Contractor. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee, or representative of Corcept, and

Consultant shall perform the Services hereunder as an independent contractor. Consultant agrees to furnish (or reimburse Corcept for) all tools and materials necessary to perform the Services and shall incur all expenses associated with performance, except as expressly provided in this Agreement. Consultant shall be solely responsible for reporting all compensation received under this Agreement and/or paying any and all taxes, payments, and/or withholdings (including self-employment taxes, if applicable), including, but not limited to, federal, state, and local income taxes with respect to Consultant. Consultant will indemnify and hold Corcept harmless from any and all costs or liabilities arising out of any failure to fulfill Consultant's obligations with respect to any related taxes or withholdings.

(c) Fraud and Abuse and Related Sanctions. Consultant represents and warrants with respect to itself and any other person providing Services hereunder that no such person or entity has been, and during the Term no such person or entity shall be: (i) sanctioned within the meaning of Social Security Act Section 1128A or any amendments thereof; (ii) convicted of violating the federal Stark law, federal False Claims Act, federal Anti-Kickback statute, HIPAA provisions, federal Civil Money Penalties statute, or similar state laws; or (iii) debarred, excluded, or suspended from participation in any federal or state health care program. Consultant further represents and warrants that neither Consultant nor any person or entity providing Services hereunder has been, and during the Term neither Consultant nor any such person or entity shall be, debarred or convicted of a crime for which a person may be debarred under 21 U.S.C. § 335a, threatened with debarment, indicted for a crime, or otherwise engaged in conduct for which a person can be debarred. Consultant shall notify Corcept immediately upon any event that causes any of the foregoing to be inaccurate or untrue.

(d) Benefits. As of the Effective Date, Consultant shall be eligible to elect to continue group health insurance benefits subject to the terms of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or applicable state equivalent (together, "COBRA"). Corcept shall pay for COBRA benefit premiums for the lesser of the Term or the period ending when Consultant is no longer eligible for COBRA benefits. Consultant will be provided with a separate notice of Consultant's COBRA rights. Information regarding Consultant's COBRA rights and benefits will be sent to Consultant's address on file. Except as provided herein, Consultant will not be eligible for any Corcept-funded employee benefits, including, but not limited to, paid vacation, sick leave, or 401(k) participation, nor will Corcept make deductions from any amounts payable to Consultant for taxes. If Consultant is reclassified by a state or federal agency or court as an employee, Consultant will become a reclassified employee and will receive no benefits except those provided herein or otherwise mandated by law, even if, under the terms of Corcept's benefit plans in effect at the time of such reclassification, the individual would otherwise be eligible for such benefits.

(e) Equitable Relief. The Services to be performed by Consultant hereunder are of a special, unique, extraordinary, and intellectual character of particular value to Corcept. The breach of any or all obligations undertaken by Consultant hereunder, including Consultant's obligations regarding conflicting or competing engagements, could not reasonably or adequately be compensated by damages in an action at law. An appropriate remedy for Corcept for any such breach or threatened breach will include, without limitation, temporary restraining orders, preliminary injunctions, permanent injunctions, and specific performance hereunder, as well as recovery of all attorneys' fees and costs incurred in enforcing this Agreement. Consultant acknowledges that these remedies are available to Corcept and waives any requirement that Corcept post a bond or other security as a condition of obtaining injunctive relief.

(f) Governing Law. This Agreement shall be governed by the laws of the State of California notwithstanding its conflict-of-laws principles.

(g) Entire Agreement. This Agreement, together with any exhibits hereto, represents the entire understanding of the Parties and supersedes any prior or contemporaneous agreements or understandings between the Parties with respect to the subject matter hereof. No modification, supplement, or new agreement may be executed with respect to the subject matter hereof prior to the expiration of this Agreement without a formal written amendment to this Agreement signed by all Parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced.

(h) Severability. To the extent that any part of this Agreement is found to be illegal or unenforceable for any reason, such part shall be modified or deleted in such a manner as to make the Agreement legal and enforceable under applicable laws.

(i) No Insider Trading. Consultant acknowledges that Corcept is a publicly traded company and that, in the course of performance under this Agreement, Consultant may learn of material, non-public information regarding Corcept. Consultant understands that federal and state securities laws prohibit purchasing or selling Corcept's securities while in possession of any such information.

(j) Force Majeure. Neither Party shall be responsible or liable for any delay or failure to perform or comply with the terms of this Agreement if such delay or failure is due to an act of God or other occurrence beyond the reasonable control of either Party. Such occurrences include, but are not limited to, fire, explosion, pandemic, acts of government, extreme weather, civic unrest, judicial actions, or health reform legislation.

(k) Notices. Any notices required or permitted hereunder shall be given in writing to the appropriate Party at the address specified above or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon personal delivery, or one (1) business day after the date sent if sent by a nationally recognized overnight delivery service (unless the records of the delivery service indicate otherwise), or three (3) days after the date of mailing when sent by certified or registered mail, postage prepaid.

(l) Counterparts. This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to the other Party upon request.

8. **COOPERATION**

During the Term and for two (2) years after termination or expiration of this Agreement, Consultant shall reasonably cooperate with Corcept in connection with any litigation, investigation, regulatory matter, or similar proceeding relating to matters within Consultant's knowledge from Consultant's service to Corcept. Corcept shall reimburse Consultant for reasonable out-of-pocket expenses incurred in providing such cooperation.

9. **CLAWBACK**

If Consultant materially breaches any provision of this Agreement, including Sections 2 (Confidentiality), 3 (Non-Disparagement), 4 (Additional Activities), or 5 (Intellectual Property), Corcept shall be entitled to recover from Consultant any bonus fee paid under Section 1(b) and to cease payment of any unpaid fees.

10. **REPRESENTATIONS AND WARRANTIES; AGREEMENT**

Consultant represents and warrants to Corcept that: (i) Consultant has full power and authority to enter into this Agreement; (ii) the execution and performance of this Agreement will not conflict with any other agreement to which Consultant is a party; (iii) Consultant is not subject to any restrictive covenants that would prevent Consultant from performing the Services; and (iv) Consultant has not taken and will not take any Confidential Information of Corcept other than as necessary for the performance of the Services. Consultant acknowledges and agrees that he voluntarily resigned from his employment with Corcept as President of Corcept Endocrinology, effective as of the Effective Date, and that such resignation constitutes a voluntary separation from employment with Corcept.

11. **AUDIT RIGHTS**

Corcept shall have the right, upon reasonable notice, to audit Consultant's books, records, and other materials reasonably related to Consultant's compliance with Sections 2 (Confidentiality), 4 (Additional Activities), and 5 (Intellectual Property). Consultant shall reasonably cooperate with any such audit.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Services Agreement on the date(s) set forth below, made to be effective as of the Effective Date.

Sean Maduck		**Corcept Therapeutics Incorporated**	
Signed:	/s/ Sean Maduck	By:	/s/ Joseph K. Belanoff
		Name:	Joseph K. Belanoff, M.D.
		Title:	Chief Executive Officer
Date:	September 22, 2026	Date:	September 22, 2026

Exhibit 10.2

October 16, 2023

Roberto Vieira
Via email: […***…]
Cell phone: […***…]

Re: Offer of Employment at Corcept Therapeutics Incorporated

Dear Roberto,

We are very pleased to invite you to join Corcept Therapeutics Incorporated (the " Company") in the role of President, Oncology Division, contingent upon the satisfactory completion and passing of a background check.

Duties and Responsibilities. Your initial assignment will be as President of Corcept' s Oncology Division, reporting directly to Joseph Belanoff, MD, Chief Executive Officer. This offer is for a full-time position with a target start date of January 15, 2024, or another date to be mutually determined.

Salary. Your initial annual base salary will be $527,000 for full-time employment, payable in accordance with the Company's customary payroll practice. Salary is subject to periodic review and adjustment by the Company's management.

Bonus. You will be eligible for an at-risk, target bonus of 50% of your base salary, payable in accordance with the Company's customary payroll practices.

Stock Options. You will receive an option to purchase 400,000 shares of stock, pursuant to the Company's 2012 Incentive Award Plan, which will vest over four years. The exercise price for this option grant will be equal to the closing price of the Company' s stock on the later of (i) the date of Board approval and (ii) the day you begin working at Corcept if that day is also the first business day of the month. If your first day at Corcept does not fall on the first business day of the month, the exercise price will be equal to the closing price of Corcept's stock on the first business day of the following month.

Following your formal written acceptance of the stock options award, the options will vest according to the following schedule: 25% of the shares after one year of continuous full-time employment; and an additional 1148th of the shares each succeeding month of full-time employment during the term of the option.

If at any time in the future your employment status changes from full-time to part-time, there may be a proportionate reduction of the option shares that have not yet vested at the time of such change in status.

Relocation. To assist with your relocation to the Bay Area, Corcept will provide 1) reimbursement of up to 18 months of rental housing in the Bay Area (estimated value of ~$100,000, subject to market availability and conditions); 2) reimbursement of airfare to the Bay Area during that same timeframe; and 3) reimbursement of reasonable moving expenses for your family household upon permanent relocation.

Medical, Dental and Insurance Benefits. You will be eligible to receive the Company's standard employee benefits package. Enclosed is a summary sheet outlining the Company's current benefit plans. For more specific information regarding our current benefit plans please contact Patti Foley, Associate Director, Human Resources by calling her at […***…].

Holidays. You will be entitled to take all paid holidays under the Company's then-current schedule. In addition, it is expected that you will take an appropriate amount of paid vacation, commensurate with your seniority and your job responsibilities.

Location. As a general rule, you will work at the Company' s principal offices in Menlo Park. Your position may also require travel to other locations as may be necessary to fulfill your responsibilities. The Company will reimburse your reasonable and necessary travel expenses under its standard travel reimbursement policy.

Confidential Information; Employee Confidential Information and Inventions Agreement. To enable the Company to safeguard its proprietary and confidential information, it is a condition of employment that you agree to sign the Company's standard form of "Employee Confidential Information and Inventions Agreement." A copy of this agreement is enclosed. Please review, sign and return pages 6 (and page 8 if applicable) along with this signed offer letter. We understand that you may have signed similar agreements with prior employers and wish to impress upon you that Corcept does not want to receive the confidential or proprietary information of others. We will support you in respecting your lawful obligations to prior employers. If you have any questions about this, do not hesitate to ask.

At-Will Employment. While we look forward to a long and mutually beneficial relationship, should you decide to accept our offer you will be an "at-will" employee of the Company. This means that either you or the Company may terminate the employment relationship with or without cause at any time. Participation in any stock option, benefit or incentive program does not assure continuing employment for any particular period of time.

Authorization to Work. Federal government regulations require that all prospective employees present documentation of their identity and demonstrate that they are authorized to work in the United States. Enclosed is the federal Form I-9 you must complete to satisfy this requirement. Please bring with you to Corcept on your start date the proof of identity / work status required by Form I-9.

Complete Offer and Agreement. This letter contains our complete understanding of the terms of your employment by the Company. We have with you no other, different or prior agreements or understandings on this or related subjects. Changes to the terms of your employment can be made only in a writing signed by you and an authorized executive of the Company.

Start Date and Acceptance of Offer. We hope that you will accept this and begin your full-time employment with Corcept Therapeutics on January 15, 2024. If our offer is acceptable to you, please sign this letter in the space indicated below. If you have any further questions, please feel free to call me or Amy Flood, Corcept ' s Chief Human Resources and Communications Officer.

We are impressed by your accomplishments and potential, and are excited to have you join the Corcept team. I look forward to your early acceptance of this offer, and to your contributions to the growth and success of Corcept Therapeutics Incorporated.

Very truly yours,
/s/ Joseph Belanoff

Joseph Belanoff, MD
Chief Executive Officer

I accept the offer of employment by Corcept Therapeutics Incorporated on the terms described in this letter.

Signature: /s/ Roberto Vieira

Date: 10/18/2023

My start date will be: 10/18/2023

Exhibit 10.3

SEVERANCE AND CHANGE IN CONTROL AGREEMENT

THIS SEVERANCE AND CHANGE IN CONTROL AGREEMENT ("Agreement") dated as of January 29, 2024 (the "Effective Date") is entered into by and between Roberto Vieira, President, Oncology ("OFFICER") and Corcept Therapeutics Incorporated, a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, OFFICER is a senior executive of the Company and is expected to continue to make major contributions to the short and long term profitability, growth and financial strength of the Company;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change in Control (as defined below) exists;

WHEREAS, the Company desires to assure itself of both present and future continuity of management;

WHEREAS, the Company wishes to ensure that OFFICER is not practically disabled from discharging his duties in respect of a proposed or actual transaction involving a Change in Control; and

WHEREAS, the Company desires to provide additional inducement for OFFICER to continue to remain in the employ of the Company.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and OFFICER agree as follows:

1. Certain Defined Terms. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) "Board" shall mean the Board of Directors of the Company.

(b) "Cause" shall mean (i) OFFICER's gross negligence or willful misconduct in the performance of his duties to the Company where such gross negligence or willful misconduct has resulted or is likely to result in material damage to the Company or its subsidiaries; (ii) OFFICER's willful and habitual neglect of his or her duties of consulting or employment; (iii) OFFICER's commission of any act of fraud with respect to the Company; (iv) OFFICER's conviction of or plea of guilty or *nolo contendere* to felony criminal conduct or any crime involving moral turpitude; or (v) OFFICER's violation of any noncompetition or confidentiality agreement that OFFICER has entered into with the Company.

(c) The term "Change in Control" shall mean: (i) the liquidation, dissolution or winding up of the Company; (ii) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization in which the Company's stockholders immediately prior to such transaction do not hold more than fifty percent (50%) of the voting power of the surviving or acquiring entity (or its parent) immediately following such transaction (taking into account only voting power resulting from stock held by such stockholders prior to such transaction); (iii) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power outstanding before such transaction is transferred or (iv) a sale, conveyance or other disposition of all or substantially all of the assets of the Company (including without limitation a license of all or substantially all of the Company's intellectual property that is either exclusive or otherwise structured in a manner that constitutes a license of all or substantially all of the assets of the Company); *provided* that a Change in Control shall not include (A) a merger or consolidation with a wholly-owned subsidiary of the Company, (B) a merger effected exclusively for the purpose of changing the domicile of the Company or (C) any transaction or series of related transactions principally for bona fide equity financing purposes.

(d) "Good Reason" shall mean any of the following events which OFFICER provides written notice to the Company of within 90 days of such event having occurred and which is not cured by the Company within 30 days after such written notice thereof is provided to the Company by OFFICER: (i) any reduction of OFFICER's base salary or target annual bonus; (ii) any involuntary relocation of OFFICER's principal workplace to a location more than 35 miles in any direction from OFFICER's current principal workplace, (iii) a substantial and material adverse change, without OFFICER's written consent, in OFFICER's title, authority, responsibility or duties; or

(iv) any material breach by the Company of any provision of this Agreement or any other employment agreement, after written notice delivered to the Company of such breach and the Company's failure to cure such breach; *provided, however*, in the context of a Change in Control, OFFICER shall not have Good Reason to resign in connection with a reorganization of the Company in which the executive would retain substantially similar title, authority, duties, base pay and bonus but might have greater or lesser reporting responsibilities. In order to constitute a termination of employment for Good Reason, OFFICER's employment must be terminated no later than 180 days following the initial occurrence of any events set forth above.

2. Terminations Without Cause or for Good Reason. If OFFICER's employment shall terminate involuntarily without Cause or for Good Reason, the Company shall provide OFFICER with severance payments and benefits pursuant to this Section 2.

(a) Terminations Not in Connection with a Change in Control. If OFFICER's employment shall terminate involuntarily without Cause or for Good Reason, prior to a Change in Control or more than eighteen (18) months following a Change in Control, the Company shall provide OFFICER with the following severance payments and benefits in lieu of any severance benefits to which the OFFICER may otherwise be entitled to under any severance plan or program maintained by the Company:

(i) Severance Payments: Pay to OFFICER an amount equal to twelve (12) months then current base salary, payable in substantially equal installments in accordance with the Company's customary payroll practices and procedures. The continuation of your base salary shall be paid beginning on the sixtieth (60th) day following the date of termination, all payments deferred pursuant to this sentence shall be paid in a lump sum to OFFICER and any remaining payments due under this paragraph shall be paid as otherwise provided herein.

(ii) Continued Benefits. If OFFICER elects to continue his health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") following such termination, then the Company shall pay OFFICER's monthly COBRA premium for continued health insurance coverage for OFFICER and OFFICER's eligible dependents until the earlier of (i) twelve (12) months following the termination date, or (ii) the date upon which OFFICER and his eligible dependents become eligible for comparable coverage under a group health insurance plan maintained by subsequent employer.

(b) Terminations in Connection with a Change in Control. If OFFICER's employment shall terminate involuntarily without Cause or for Good Reason, within eighteen (18) months following a Change in Control, the Company shall provide OFFICER with the following severance payments and benefits in lieu of any severance benefits to which the OFFICER may otherwise be entitled to under any severance plan or program maintained by the Company:

(i) Severance Payments: Pay to OFFICER an amount equal to twelve (12) months then current base salary, payable in a lump sum on the sixtieth (60th) day following the termination of employment.

(ii) Continued Benefits. If OFFICER elects to continue his health insurance coverage under COBRA following such termination, then the Company shall pay OFFICER's monthly COBRA premium for continued health insurance coverage for OFFICER and OFFICER's eligible dependents until the earlier of (i) twelve (12) months following the termination date, or (ii) the date upon which OFFICER and his eligible dependents become eligible for comparable coverage under a group health insurance plan maintained by subsequent employer.

(iii) Equity Awards. Notwithstanding any provision to the contrary in any equity award agreement or equity compensation plan, the Company shall cause all outstanding equity awards then held by OFFICER (including, without limitation, stock options, stock appreciation rights, phantom shares, restricted stock or similar awards) to become fully vested and, if applicable, exercisable with respect to all the shares subject thereto effective immediately prior to the date of termination. In all other respects, such awards will continue to be subject to the terms and conditions of the plans, if any, under which they were granted and any applicable agreements between the Company and OFFICER.

(c) Notwithstanding anything to the contrary in this Section 2, in the event that the Company, or its successor, requests OFFICER to continue to serve in the same position following a Change in Control for a six (6)-month (or shorter) transition period ("Transition Period"), OFFICER shall not have Good Reason to resign pursuant

to Section 1(d)(iii) during such Transition Period regardless if OFFICER's title, authority, responsibility or duties have been materially reduced; provided that during such Transition Period OFFICER continues to be paid the same salary and be provided with the same bonus opportunity, if any, as in effect immediately prior to such Change in Control and OFFICER's principal workplace is not relocated more than 35 miles from its location immediately prior to such Change in Control. Following the Transition Period, OFFICER may resign for Good Reason pursuant to Section 1(d)(iii) and be entitled to the benefits set forth in Section 2(b).

3. Conditions to Receipt of Severance.

(a) Separation Agreement and Release of Claims. The receipt of any severance pursuant to Section 2 will be subject to OFFICER signing and not revoking a separation agreement and release of claims in a form reasonably acceptable to the Company within sixty (60) days following OFFICER's termination of employment**.** No severance pursuant to Section 2 will be paid or provided until the separation agreement and release of claims becomes effective.

(b) Section 409A. Notwithstanding anything contained in this Agreement to the contrary, to the maximum extent permitted by applicable law, amounts payable to OFFICER pursuant to Section 2 shall be made in reliance upon Treas. Reg. Section 1.409A-1(b)(9) (Separation Pay Plans) or Treas. Reg. Section 1.409A-1(b)(4) (Short-Term Deferrals). For this purpose each installment or monthly payment to which OFFICER is entitled under Section 2 shall be considered a separate and distinct payment. In addition, (i) no amount deemed deferred compensation subject to Section 409A shall be payable pursuant to Section 2 unless the OFFICER's termination of employment constitutes a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1(h) and (ii) if the OFFICER is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the termination benefits to which OFFICER is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of OFFICER's termination benefits shall not be provided to OFFICER prior to the earlier of (A) the expiration of the six-month period measured from the date of the OFFICER's "separation from service" with the Company (as such term is defined in the Treasury Regulations issued under Section 409A of the Code) or (B) the date of OFFICER's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 3(b) shall be paid in a lump sum to OFFICER, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether OFFICER is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treas. Reg. Section 1.409A-1(i) and any successor provision thereto). The reimbursement of any expense under this Agreement shall be made no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year.

4. Successors and Binding Agreement.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise, including, without limitation, any successor due to a Change in Control) to the business or assets of the Company, by agreement in form and substance reasonably satisfactory to OFFICER, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including, without limitation, any persons directly or indirectly acquiring the business or assets of the Company in a transaction constituting a Change in Control (and such successor shall thereafter be deemed the "Company" for the purpose of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by OFFICER's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 4(a) and 4(b). Without limiting the generality or effect of the foregoing, OFFICER's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by OFFICER's will or by the laws of descent and distribution

and, in the event of any attempted assignment or transfer contrary to this Section 4(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

5. Amendment or Termination of Agreement. This Agreement may be changed or terminated only upon the mutual written consent of the Company and OFFICER. The written consent of the Company to a change or termination of this Agreement must be signed by an executive officer of the Company after such change or termination has been approved by the Board.

6. Notices. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or DHL, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to OFFICER at his principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

7. Validity. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

8. Governing Law; Jurisdiction. The laws of the state of California shall govern the interpretation, validity and performance of the terms of this Agreement, regardless of the law that might be applied under principles of conflicts of law. Any suit, action or proceeding against OFFICER, with respect to this Agreement, or any judgment entered by any court in respect of any of such, may be brought in any court of competent jurisdiction in the State of California, and OFFICER hereby submits to the jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment.

9. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by OFFICER and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements of the parties with respect to such subject matter. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

11. Interpretation. The parties acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with, Section 409A of the Code, and the Department of Treasury Regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder would otherwise be taxable to OFFICER under Section 409A, the Company may adopt such limited amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company reasonably determines are necessary or appropriate to comply with the requirements of Section 409A and thereby avoid the application of taxes under such Section.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

CORCEPT THERAPEUTICS INCORPORATED

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.

Chief Executive Officer

/s/ Roberto Vieira

Roberto Vieira

President, Oncology

Exhibit 10.4

June 27, 2024

Justin Gunn
[…***…]
[…***…]
[…***…]
[…***…]

Re: Offer of Employment at Corcept Therapeutics Incorporated

Dear Justin:

We are very pleased to invite you to join Corcept Therapeutics Incorporated (the "Company") in the role of Vice President, National Sales contingent upon the satisfactory completion and passing of a background check.

Duties and Responsibilities
Your initial assignment will be as a Vice President, National Sales reporting to Roberto Vieira, President, Oncology. This offer is for a full-time position with a start date of July 29, 2024.

Salary
Your initial annual base salary will be $435,000 for full-time employment, payable in accordance with the Company's customary payroll practice. Salary is subject to periodic review and adjustment by the Company's management.

Bonus
You will be eligible for an at-risk, target bonus of 35% of your base salary earned during the calendar year, payable in accordance with the Company's customary payroll practices.

Stock Options
You will receive an option to purchase 50,000 shares of stock pursuant to the Company's 2012 Incentive Award Plan, which will vest over four years. The exercise price for this option grant will be equal to the closing price of the Company's stock on the later of (i) the date of Board approval and (ii) the day you begin working at Corcept if that day is also the first business day of the month. If your first day at Corcept does not fall on the first business day of the month, the exercise price will be equal to the closing price of Corcept's stock on the first business day of the following month.

Following your formal written acceptance of the stock options award, the options will vest according to the following schedule: 25% of the shares after one year of continuous full-time employment; and an additional 1/48th of the shares each succeeding month of full-time employment during the term of the option.

If at any time in the future, your employment status changes from full-time to part-time, there may be a proportionate reduction of the option shares that have not yet vested at the time of such change in status.

Medical, Dental and Insurance Benefits
You will be eligible to receive the Company's standard employee benefits package. Enclosed is a summary sheet outlining the Company's current benefit plans. For more specific information regarding our current benefit plans please contact Patti Foley, Associate Director, Human Resources by calling her at […***…].

Holidays
You will be entitled to take all paid holidays under the Company's then-current schedule. In addition, it is expected that you will take an appropriate amount of paid vacation, commensurate with your seniority and your job responsibilities.

Location
As a general rule, you will work out of your home in […***…]. Your position may also require travel to other locations as may be necessary to fulfill your responsibilities. The Company will reimburse your reasonable and necessary travel expenses under its standard travel reimbursement policy.

Confidential Information; Employee Confidential Information and Inventions Agreement
To enable the Company to safeguard its proprietary and confidential information, it is a condition of employment that you agree to sign the Company's standard form of "Employee Confidential Information and Inventions Agreement." A copy of this agreement is enclosed. Please review, sign and return pages 6 (and page 8 if applicable) along with this signed offer letter. We understand that you may have signed similar agreements with prior employers and wish to impress upon you that Corcept does not want to receive the confidential or proprietary information of others. We will support you in respecting your lawful obligations to prior employers. If you have any questions about this, do not hesitate to ask.

At-Will Employment
While we look forward to a long and mutually beneficial relationship, should you decide to accept our offer you will be an "at-will" employee of the Company. This means that either you or the Company may terminate the employment relationship with or without cause at any time. Participation in any stock option, benefit or incentive program does not assure continuing employment for any particular period of time.

Authorization to Work

Federal government regulations require that all prospective employees present documentation of their identity and demonstrate that they are authorized to work in the United States. Enclosed is the federal Form I-9 you must complete to satisfy this requirement. Please bring with you to Corcept on your start date the proof of identity / work status required by Form I-9.

Complete Offer and Agreement

This letter contains our complete understanding of the terms of your employment by the Company. We have with you no other, different or prior agreements or understandings on this or related subjects. Changes to the terms of your employment can be made only in a writing signed by you and an authorized executive of the Company.

Start Date; Acceptance of Offer

We hope that you will accept this and begin your full-time employment with Corcept Therapeutics on July 29, 2024. If our offer is acceptable to you, please sign this letter in the space indicated below. If you have any further questions, please feel free to call me or Kimberly Bridges.

We are impressed by your accomplishments and potential, and are excited to have you join the Corcept team. I look forward to your early acceptance of this offer, and to your contributions to the growth and success of Corcept Therapeutics Incorporated.

Very truly yours,

/s/ Roberto Vieira

Roberto Vieira
President, Oncology

I accept the offer of employment by Corcept Therapeutics Incorporated on the terms described in this letter.

Signature: /s/ Justin Gunn

Date: 6/28/2024

My start date will be: 7/29/2024

Exhibit 10.5

SEVERANCE AND CHANGE IN CONTROL AGREEMENT

THIS SEVERANCE AND CHANGE IN CONTROL AGREEMENT ("Agreement") effective as of October 1, 2026 (the "Effective Date") is entered into by and between Justin Gunn ("OFFICER") and Corcept Therapeutics Incorporated, a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, OFFICER is a senior executive of the Company and is expected to continue to make major contributions to the short and long term profitability, growth and financial strength of the Company;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change in Control (as defined below) exists;

WHEREAS, the Company desires to assure itself of both present and future continuity of management;

WHEREAS, the Company wishes to ensure that OFFICER is not practically disabled from discharging his duties in respect of a proposed or actual transaction involving a Change in Control; and

WHEREAS, the Company desires to provide additional inducement for OFFICER to continue to remain in the employ of the Company.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and OFFICER agree as follows:

1. Certain Defined Terms. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) "Board" shall mean the Board of Directors of the Company.

(b) "Cause" shall mean (i) OFFICER's gross negligence or willful misconduct in the performance of his duties to the Company where such gross negligence or willful misconduct has resulted or is likely to result in material damage to the Company or its subsidiaries; (ii) OFFICER's willful and habitual neglect of his duties of consulting or employment; (iii) OFFICER's commission of any act of fraud with respect to the Company; (iv) OFFICER's conviction of or plea of guilty or *nolo contendere* to felony criminal conduct or any crime involving moral turpitude; or (v) OFFICER's violation of any noncompetition or confidentiality agreement that OFFICER has entered into with the Company.

(c) The term "Change in Control" shall mean: (i) the liquidation, dissolution or winding up of the Company; (ii) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization in which the Company's stockholders immediately prior to such transaction do not hold more than fifty percent (50%) of the voting power of the surviving or acquiring entity (or its parent) immediately following such transaction (taking into account only voting power resulting from stock held by such stockholders prior to such transaction); (iii) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power outstanding before such transaction is transferred or (iv) a sale, conveyance or other disposition of all or substantially all of the assets of the Company (including without limitation a license of all or substantially all of the Company's intellectual property that is either exclusive or otherwise structured in a manner that constitutes a license of all or substantially all of the assets of the Company); *provided* that a Change in Control shall not include (A) a merger or consolidation with a wholly-owned subsidiary of the Company, (B) a merger effected exclusively for the purpose of changing the domicile of the Company or (C) any transaction or series of related transactions principally for bona fide equity financing purposes.

(d) "Good Reason" shall mean any of the following events which OFFICER provides written notice to the Company of within 90 days of such event having occurred and which is not cured by the Company within 30 days after such written notice thereof is provided to the Company by OFFICER: (i) any reduction of OFFICER's base salary or target annual bonus; (ii) any involuntary relocation of OFFICER's principal workplace to a location

more than 35 miles in any direction from OFFICER's current principal workplace, (iii) a substantial and material adverse change, without OFFICER's written consent, in OFFICER's title, authority, responsibility or duties; or (iv) any material breach by the Company of any provision of this Agreement or any other employment agreement, after written notice delivered to the Company of such breach and the Company's failure to cure such breach; *provided, however*, in the context of a Change in Control, OFFICER shall not have Good Reason to resign in connection with a reorganization of the Company in which the executive would retain substantially similar title, authority, duties, base pay and bonus but might have greater or lesser reporting responsibilities. In order to constitute a termination of employment for Good Reason, OFFICER's employment must be terminated no later than 180 days following the initial occurrence of any events set forth above.

2. Terminations Without Cause or for Good Reason. If OFFICER's employment shall terminate involuntarily without Cause or for Good Reason, the Company shall provide OFFICER with severance payments and benefits pursuant to this Section 2.

(a) Terminations Not in Connection with a Change in Control. If OFFICER's employment shall terminate involuntarily without Cause or for Good Reason, prior to a Change in Control or more than eighteen (18) months following a Change in Control, the Company shall provide OFFICER with the following severance payments and benefits in lieu of any severance benefits to which the OFFICER may otherwise be entitled to under any severance plan or program maintained by the Company:

(i) Severance Payments: Pay to OFFICER an amount equal to twelve (12) months then current base salary, payable in substantially equal installments in accordance with the Company's customary payroll practices and procedures. The continuation of your base salary shall be paid beginning on the sixtieth (60th) day following the date of termination, all payments deferred pursuant to this sentence shall be paid in a lump sum to OFFICER and any remaining payments due under this paragraph shall be paid as otherwise provided herein.

(ii) Continued Benefits. If OFFICER elects to continue his health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") following such termination, then the Company shall pay OFFICER's monthly COBRA premium for continued health insurance coverage for OFFICER and OFFICER's eligible dependents until the earlier of (i) twelve (12) months following the termination date, or (ii) the date upon which OFFICER and his eligible dependents become eligible for comparable coverage under a group health insurance plan maintained by subsequent employer.

(b) Terminations in Connection with a Change in Control. If OFFICER's employment shall terminate involuntarily without Cause or for Good Reason, within eighteen (18) months following a Change in Control, the Company shall provide OFFICER with the following severance payments and benefits in lieu of any severance benefits to which the OFFICER may otherwise be entitled to under any severance plan or program maintained by the Company:

(i) Severance Payments: Pay to OFFICER an amount equal to twelve (12) months then current base salary, payable in a lump sum on the sixtieth (60th) day following the termination of employment.

(ii) Continued Benefits. If OFFICER elects to continue his health insurance coverage under COBRA following such termination, then the Company shall pay OFFICER's monthly COBRA premium for continued health insurance coverage for OFFICER and OFFICER's eligible dependents until the earlier of (i) twelve (12) months following the termination date, or (ii) the date upon which OFFICER and his eligible dependents become eligible for comparable coverage under a group health insurance plan maintained by subsequent employer.

(iii) Equity Awards. Notwithstanding any provision to the contrary in any equity award agreement or equity compensation plan, the Company shall cause all outstanding equity awards then held by OFFICER (including, without limitation, stock options, stock appreciation rights, phantom shares, restricted stock or similar awards) to become fully vested and, if applicable, exercisable with respect to all the shares subject thereto effective immediately prior to the date of termination. In all other respects, such awards will continue to be subject to the terms and conditions of the plans, if any, under which they were granted and any applicable agreements between the Company and OFFICER.

(c) Notwithstanding anything to the contrary in this Section 2, in the event that the Company, or its successor, requests OFFICER to continue to serve in the same position following a Change in Control for a six (6)-month (or shorter) transition period ("Transition Period"), OFFICER shall not have Good Reason to resign pursuant to Section 1(d)(iii) during such Transition Period regardless if OFFICER's title, authority, responsibility or duties have been materially reduced; provided that during such Transition Period OFFICER continues to be paid the same salary and be provided with the same bonus opportunity, if any, as in effect immediately prior to such Change in Control and OFFICER's principal workplace is not relocated more than 35 miles from its location immediately prior to such Change in Control. Following the Transition Period, OFFICER may resign for Good Reason pursuant to Section 1(d)(iii) and be entitled to the benefits set forth in Section 2(b).

3. Conditions to Receipt of Severance.

(a) Separation Agreement and Release of Claims. The receipt of any severance pursuant to Section 2 will be subject to OFFICER signing and not revoking a separation agreement and release of claims in a form reasonably acceptable to the Company within sixty (60) days following OFFICER's termination of employment**.** No severance pursuant to Section 2 will be paid or provided until the separation agreement and release of claims becomes effective.

(b) Section 409A. Notwithstanding anything contained in this Agreement to the contrary, to the maximum extent permitted by applicable law, amounts payable to OFFICER pursuant to Section 2 shall be made in reliance upon Treas. Reg. Section 1.409A-1(b)(9) (Separation Pay Plans) or Treas. Reg. Section 1.409A-1(b)(4) (Short-Term Deferrals). For this purpose each installment or monthly payment to which OFFICER is entitled under Section 2 shall be considered a separate and distinct payment. In addition, (i) no amount deemed deferred compensation subject to Section 409A shall be payable pursuant to Section 2 unless the OFFICER's termination of employment constitutes a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1(h) and (ii) if the OFFICER is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the termination benefits to which OFFICER is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of OFFICER's termination benefits shall not be provided to OFFICER prior to the earlier of (A) the expiration of the six-month period measured from the date of the OFFICER's "separation from service" with the Company (as such term is defined in the Treasury Regulations issued under Section 409A of the Code) or (B) the date of OFFICER's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 3(b) shall be paid in a lump sum to OFFICER, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether OFFICER is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treas. Reg. Section 1.409A-1(i) and any successor provision thereto). The reimbursement of any expense under this Agreement shall be made no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year.

4. Successors and Binding Agreement.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise, including, without limitation, any successor due to a Change in Control) to the business or assets of the Company, by agreement in form and substance reasonably satisfactory to OFFICER, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including, without limitation, any persons directly or indirectly acquiring the business or assets of the Company in a transaction constituting a Change in Control (and such successor shall thereafter be deemed the "Company" for the purpose of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by OFFICER's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 4(a) and 4(b). Without limiting the generality or effect of the foregoing, OFFICER's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by OFFICER's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 4(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

5. Amendment or Termination of Agreement. This Agreement may be changed or terminated only upon the mutual written consent of the Company and OFFICER. The written consent of the Company to a change or termination of this Agreement must be signed by an executive officer of the Company after such change or termination has been approved by the Board.

6. Notices. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or DHL, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to OFFICER at his principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

7. Validity. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

8. Governing Law; Jurisdiction. The laws of the state of California shall govern the interpretation, validity and performance of the terms of this Agreement, regardless of the law that might be applied under principles of conflicts of law. Any suit, action or proceeding against OFFICER with respect to this Agreement, or any judgment entered by any court in respect of any of such, may be brought in any court of competent jurisdiction in the State of California, and OFFICER hereby submits to the jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment.

9. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by OFFICER and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements of the parties with respect to such subject matter. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

11. Interpretation. The parties acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with, Section 409A of the Code, and the Department of Treasury Regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder would otherwise be taxable to OFFICER under Section 409A, the Company may adopt such limited amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company reasonably determines are necessary or

appropriate to comply with the requirements of Section 409A and thereby avoid the application of taxes under such Section.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

CORCEPT THERAPEUTICS INCORPORATED

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.

Chief Executive Officer

/s/ Justin Gunn

Justin Gunn

Exhibit 31.1

CERTIFICATION

I, Joseph K. Belanoff, M.D., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended September 30, 2026 of Corcept Therapeutics Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.
Chief Executive Officer and President
(Principal Executive Officer)
November 3, 2026

Exhibit 31.2

CERTIFICATION

I, Atabak Mokari, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended September 30, 2026 of Corcept Therapeutics Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Atabak Mokari

Atabak Mokari
Chief Financial Officer
(Principal Financial Officer)
November 3, 2026

Exhibit 32.1

Corcept Therapeutics Incorporated

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Corcept Therapeutics Incorporated (the "Company") on Form 10-Q for the period ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph K. Belanoff, M.D., Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.
Chief Executive Officer and President
(Principal Executive Officer)
November 3, 2026

This certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Corcept Therapeutics Incorporated under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, irrespective of any general incorporation language contained in such filing.

Exhibit 32.2

Corcept Therapeutics Incorporated

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Corcept Therapeutics Incorporated (the "Company") on Form 10-Q for the period ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Atabak Mokari, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Atabak Mokari

Atabak Mokari
Chief Financial Officer
(Principal Financial Officer)
November 3, 2026

This certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Corcept Therapeutics Incorporated under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, irrespective of any general incorporation language contained in such filing.