
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 2)*

Seer, Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.00001 per share

(Title of Class of Securities)

(CUSIP Number)

BRADLEY L. RADOFF
2727 Kirby Drive, Unit 29L,
Houston, TX, 77098
713-482-2196

MICHAEL TOROK
68 Mazzeo Drive,
Randolph, MA, 02368
617-680-6709

RYAN NEBEL
OLSHAN FROME WOLOSKY LLP, 1325 Avenue of the Americas
New York, NY, 10019
212-451-2300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

04/12/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
Radoff Family Foundation
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only

4 Source of funds (See Instructions)

5 WC
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6
Citizenship or place of organization
TEXAS

7 Sole Voting Power
0.00

Number of Shares Beneficially Owned by Each Reporting Person With:

8 Shared Voting Power
500,000.00

9 Sole Dispositive Power
0.00

10 Shared Dispositive Power
500,000.00

11 Aggregate amount beneficially owned by each reporting person
500,000.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13
Percent of class represented by amount in Row (11)
0.9 %

14 Type of Reporting Person (See Instructions)
CO

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
Radoff Bradley Louis
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 AF, PF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 UNITED STATES

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With: 2,110,232.00
Shared Voting Power

8 500,000.00
Sole Dispositive Power

9 2,110,232.00
Shared Dispositive Power

10 500,000.00
Aggregate amount beneficially owned by each reporting person

11 2,610,232.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12
Percent of class represented by amount in Row (11)

13 4.6 %
Type of Reporting Person (See Instructions)

14 IN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
JEC II Associates, LLC
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 WC
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With: 0.00
Sole Voting Power

7

Owned by Each Reporting Person With:	8	Shared Voting Power
		1,167,296.00
		Sole Dispositive Power
	9	0.00
		Shared Dispositive Power
	10	1,167,296.00
11		Aggregate amount beneficially owned by each reporting person
		1,167,296.00
12		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
		<input type="checkbox"/>
13		Percent of class represented by amount in Row (11)
		2.1 %
14		Type of Reporting Person (See Instructions)
		OO

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	The MOS Trust
	Check the appropriate box if a member of a Group (See Instructions)
2	<input checked="" type="checkbox"/> (a)
	<input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions)
	WC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	<input type="checkbox"/>
6	Citizenship or place of organization
	WYOMING
	Sole Voting Power
	7
	0.00
	Shared Voting Power
Number of Shares Beneficially Owned by Each Reporting Person With:	8
	215,000.00
	Sole Dispositive Power
	9
	0.00
	Shared Dispositive Power
	10
	215,000.00
11	Aggregate amount beneficially owned by each reporting person
	215,000.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

Percent of class represented by amount in Row (11)
 13
 0.4 %
 Type of Reporting Person (See Instructions)
 14
 OO

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
 MOS PTC, LLC
 Check the appropriate box if a member of a Group (See Instructions)
 2 (a)
 (b)
 3 SEC use only
 Source of funds (See Instructions)
 4 AF
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
 5
 Citizenship or place of organization
 6 WYOMING
 Sole Voting Power
 7 0.00
 Number of Shares Beneficially Owned by Each Reporting Person With:
 Shared Voting Power
 8 215,000.00
 Sole Dispositive Power
 9 0.00
 Shared Dispositive Power
 10 215,000.00
 Aggregate amount beneficially owned by each reporting person
 11 215,000.00
 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
 12
 Percent of class represented by amount in Row (11)
 13 0.4 %
 Type of Reporting Person (See Instructions)
 14 OO

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
Torok Michael
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 AF, PF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

6 Citizenship or place of organization
UNITED STATES
Sole Voting Power

7	285,000.00
Number of Shares Beneficially Owned by Each Reporting Person With:	Shared Voting Power
8	1,382,296.00
9	Sole Dispositive Power
285,000.00	Shared Dispositive Power
10	1,382,296.00

11 Aggregate amount beneficially owned by each reporting person
1,667,296.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

13 Percent of class represented by amount in Row (11)
3.0 %

14 Type of Reporting Person (See Instructions)
IN

SCHEDULE 13D

Item 1. Security and Issuer
Title of Class of Securities:
(a) Class A Common Stock, par value \$0.00001 per share
Name of Issuer:
(b) Seer, Inc.
Address of Issuer's Principal Executive Offices:
(c) 3800 BRIDGE PARKWAY, SUITE 102, REDWOOD CITY, CALIFORNIA , 94065.

Item 4. Purpose of Transaction
Item 4 is hereby amended to add the following: On April 13, 2026, the Reporting Persons submitted a non-binding

proposal to acquire 100% of the equity of the Issuer at a purchase price of \$2.25 per Share in cash, representing a 33% premium to the Issuer's most recent closing price, plus a contingent value right representing the right for stockholders to receive 80% of the net proceeds received from any license, sale or other disposition of the Issuer's business and assets, including PrognomiQ (the "Proposal"). The Proposal is only subject to limited confirmatory due diligence and is based on the availability of at least \$215 million of net cash and cash equivalents at closing and is not subject to any financing conditions. The Reporting Persons requested a response regarding the Issuer's board of directors' (the "Board") willingness and availability to discuss the Proposal no later than 5:00pm ET on April 22, 2026, at which point the Proposal will expire. Also on April 13, 2026, Mr. Radoff delivered a letter to the Issuer nominating Howard H. Berman, Joshua S. Horowitz and Luis E. Rinaldini (the "Nominees") for election to the Board at the Issuer's 2026 annual meeting of stockholders (the "Annual Meeting"). Also on April 13, 2026, the Reporting Persons issued a press release (the "Press Release"), which included a copy of the Proposal delivered to the Board and announced the nomination of the Nominees for election to the Board at the Annual Meeting. The foregoing descriptions of the Proposal and the Press Release do not purport to be complete and are qualified in their entirety by reference to the full text of the Press Release, which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

(c) Item 5(c) is hereby amended and restated to read as follows: There have been no transactions in the securities of the Issuer by the Reporting Persons since the filing of Amendment No. 1 to the Schedule 13D.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended to add the following: On April 12, 2026, (a) Radoff (as defined in the initial Schedule 13D), (b) JEC (as defined in the initial Schedule 13D) and (c) Dr. Berman and Messrs. Horowitz and Rinaldini (collectively, the "New Parties") entered into an amended and restated group agreement (the "Amended and Restated Group Agreement") with respect to the Issuer pursuant to which, among other things, (i) that certain group agreement, dated February 20, 2026, between Radoff and JEC was superseded in its entirety, (ii) the parties agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law, (iii) the parties agreed to solicit proxies for the election of certain persons nominated for election to the Board at the Annual Meeting (including those nominated by or on behalf of Radoff or JEC), (iv) the parties agreed not to transact in securities of the Issuer without the prior written consent of Radoff and JEC for so long as the Issuer's tax benefit preservation plan, dated as of February 26, 2026 (the "NOL Pill"), remains in effect; provided, that each New Party further agreed not to enter into any transactions in the securities of the Issuer without the prior written consent of Radoff and JEC notwithstanding any potential termination of the NOL Pill and (v) Radoff and JEC agreed to jointly pay all expenses and costs (including all legal fees) incurred in connection with the group's activities on a pro rata basis based on the number of Shares beneficially owned in the aggregate by such party. The Amended and Restated Group Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference. Each of the Nominees has granted Mr. Radoff a power of attorney (each, a "Power of Attorney") to execute certain SEC filings and other documents in connection with the solicitation of proxies at the Annual Meeting. A form of the Power of Attorney is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits: 99.1 - Press Release, dated April 13, 2026. 99.2 - Amended and Restated Group Agreement, dated April 12, 2026. 99.3 - Form of Power of Attorney.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Radoff Family Foundation

Signature: /s/ Bradley L. Radoff
Name/Title: Bradley L. Radoff, Director
Date: 04/13/2026

Radoff Bradley Louis

Signature: /s/ Bradley L. Radoff
Name/Title: Bradley L. Radoff
Date: 04/13/2026

JEC II Associates, LLC

Signature: /s/ Michael Torok
Name/Title: Michael Torok, Manager
Date: 04/13/2026

The MOS Trust

Signature: /s/ Michael Torok

Name/Title: Michael Torok, Manager of MOS PTC, LLC, its
Trustee

Date: 04/13/2026

MOS PTC, LLC

Signature: /s/ Michael Torok

Name/Title: Michael Torok, Manager

Date: 04/13/2026

Torok Michael

Signature: /s/ Michael Torok

Name/Title: Michael Torok

Date: 04/13/2026

The Radoff-JEC Group Submits Non-Binding Proposal to Acquire Seer, Inc.

Proposal Provides Stockholders \$2.25 per Share in Cash, a 33% Premium to the Most Recent Closing Price, as Well as Potential Additional Value from the Sale of Seer's Assets via a Contingent Value Right

Proposal Provides Seer Stockholders Immediate and Significant Value While Avoiding Further Value Destruction from Continued Abysmal Operating Results

Nominates Three Highly Qualified Director Candidates – Howard H. Berman, Joshua S. Horowitz and Luis E. Rinaldini – for Election at Upcoming Annual Meeting

HOUSTON, TX – (BUSINESS WIRE) – Bradley L. Radoff and Michael Torok (together with certain of their affiliates, the “Radoff-JEC Group”), who collectively own approximately 7.6% of the outstanding shares of Seer, Inc. (NASDAQ: SEER) (“Seer” or the “Company”), today submitted the following non-binding proposal to acquire the Company for \$2.25 per share in cash plus a contingent value right, and also nominated Howard H. Berman, Joshua S. Horowitz and Luis E. Rinaldini for election to the Board of Directors at the Company’s upcoming 2026 annual meeting of stockholders.

April 13, 2026

Seer, Inc.
3800 Bridge Parkway, Suite 102
Redwood City, California 94065
Attn: Board of Directors

Dear Members of the Board,

As you are aware, Bradley L. Radoff and Michael Torok (together with certain of their affiliates, the “Radoff-JEC Group” or “we”) are significant stockholders of Seer, Inc. (“Seer” or the “Company”), collectively owning approximately 7.6% of the Company’s outstanding shares.

We are pleased to submit this non-binding proposal to Seer’s Board of Directors (the “Board”) to acquire 100% of the equity of the Company for \$2.25 per share in cash, which represents an immediate 33% premium to the Company’s most recent closing price, plus a contingent value right (“CVR”) representing the right for stockholders to receive 80% of the net proceeds received from any license, sale or other disposition of Seer’s business and assets, including PrognomiQ.

Our proposal is subject to limited confirmatory due diligence and is based on the availability of at least \$215 million of net cash and cash equivalents at closing. Together with binding acquisition documents, we are prepared to provide the Company with a substantial non-performance fee to give the Board and fellow stockholders assurance that we will complete the acquisition of Seer on the agreed-upon terms and conditions. We are ready to move forward and close expeditiously – our proposal is not subject to any financing conditions.

Since Seer’s initial public offering in December 2020 and under the continuing leadership of Co-Founder, Board Chair and CEO Omid Farokhzad, M.D., the Company has failed stockholders with a nearly 97% share price decline to \$1.69 per share.¹ This abysmal share price performance is consistent with the results Dr. Farokhzad has produced at other companies: Bind Therapeutics (filed for Chapter 11 bankruptcy protection), Selecta Biosciences (share price declined 95% between its IPO and its merger with Cartesian Therapeutics), and Senti Biosciences (share price currently down 99% since its IPO in 2021).

¹ FactSet. Share price decline from December 4, 2020 through April 10, 2026.

Under Dr. Farokhzad's leadership from 2022 to 2025, the Company's revenue growth has been negligible despite over \$160 million of cash (nearly \$3.00 per share) invested in the business. On February 26, 2026, the Company issued guidance for 2026 and the midpoint of the revenue range implies only 3% growth or roughly \$400,000 in incremental revenue compared to the previous year.² The 2026 cash burn to achieve that incremental \$400,000 in revenue is expected to exceed \$40 million.

Between Seer's consistent lack of revenue growth, astronomical operating losses, forward guidance for more of the same dismal results, and the increasing competitive and other pressures in its industry, we do not believe Seer will succeed as a public company, particularly under the stewardship of the current leadership team. The Board's behavior supports our view that Seer will not succeed absent new leadership – no Board member has purchased Seer shares despite the shares trading at a massive discount to the Company's cash balance for over two years now.

Notably, on March 12, 2026, we met with two members of the Board and in that meeting they requested our suggestions for specific actions the Board should take to reverse the multiyear decline in the share price and address substantial issues facing Seer. Despite promising immediate feedback and engagement to improve the Company, the Board has not responded to our suggestions, which included a large tender offer to retire stock, an immediate and significant operating cost reduction, separation of the Chair and CEO roles in accordance with best corporate governance practices, and revoking the equity grants made to Dr. Farokhzad and CFO David Horn at share prices below net cash per share.

The Board's eagerness to hastily enact a seemingly unlawful poison pill,³ which we believe was aimed at restricting our ownership and limiting our influence, coupled with the Board's unwillingness to engage in constructive dialogue reinforces our view that the long-standing issues at Seer result from passive and conflicted directors enabling Dr. Farokhzad's mismanagement of the Company and destruction of stockholder value. Given that Seer is (at least) the fourth company where Dr. Farokhzad's leadership has resulted in the complete annihilation of stockholder value, we have also nominated three highly qualified and independent directors – Howard H. Berman, Joshua S. Horowitz and Luis E. Rinaldini – for election to the Board at the upcoming annual meeting. In the absence of a sale of the Company, we believe immediate Board and management change is necessary to stem the tide of losses and ensure that the Company is run with the best interests of stockholders, the true owners of the Company, in mind.

To be clear, we believe our proposed transaction to acquire Seer is in the best interest of all stockholders. Our proposal would provide stockholders with immediate cash liquidity at a significant premium to the current share price. Furthermore, we believe the proposed CVR structure has the potential to provide stockholders with considerable additional value as we diligently and expeditiously seek to monetize Seer's assets. We are certain that we have the expertise and resources to successfully monetize the Company's assets for the benefit of all stockholders.

Baker Botts L.L.P. and Olshan Frome Wolosky LLP are acting as our legal advisors and we are prepared to complete due diligence and negotiate a definitive merger agreement by April 30, 2026.

² The Company's Q4 and full-year 2025 earnings release dated February 26, 2026.

³ On March 13, 2026, the Company amended its Tax Benefit Preservation Plan, dated as of February 26, 2026 (the "Poison Pill"), to moot a stockholder's challenge to the Poison Pill in the Delaware Court of Chancery.

We expect that the Board will promptly meet with us and seriously consider our proposal. We look forward to receiving a response regarding the Board's willingness and availability to discuss our proposal no later than 5:00pm ET on April 22, 2026, at which point our offer will expire.

Sincerely,

Bradley L. Radoff and Michael Torok

CERTAIN INFORMATION CONCERNING THE PARTICIPANTS

Bradley L. Radoff and Michael Torok, together with the other participants named herein (collectively, the "Radoff-JEC Group"), intends to file a preliminary proxy statement and accompanying **WHITE** universal proxy card with the Securities and Exchange Commission ("SEC") to be used to solicit votes for the election of its slate of highly qualified director nominees at the 2026 annual meeting of stockholders of Seer, Inc., a Delaware corporation (the "Company").

THE RADOFF-JEC GROUP STRONGLY ADVISES ALL STOCKHOLDERS OF THE COMPANY TO READ THE PROXY STATEMENT AND OTHER PROXY MATERIALS, INCLUDING A PROXY CARD, AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. SUCH PROXY MATERIALS WILL BE AVAILABLE AT NO CHARGE ON THE SEC'S WEB SITE AT [HTTP://WWW.SEC.GOV](http://www.sec.gov). IN ADDITION, THE PARTICIPANTS IN THIS PROXY SOLICITATION WILL PROVIDE COPIES OF THE PROXY STATEMENT WITHOUT CHARGE, WHEN AVAILABLE, UPON REQUEST. REQUESTS FOR COPIES SHOULD BE DIRECTED TO THE PARTICIPANTS' PROXY SOLICITOR.

The participants in the anticipated proxy solicitation are expected to be The Radoff Family Foundation ("Radoff Foundation"), Bradley L. Radoff, JEC II Associates, LLC ("JEC II"), The MOS Trust ("MOS Trust"), MOS PTC, LLC ("MOS PTC"), Michael Torok, Howard H. Berman, Joshua S. Horowitz and Luis E. Rinaldini.

As of the date hereof, Radoff Foundation directly beneficially owns 500,000 shares of Class A Common Stock, par value \$0.00001 per share, of the Company ("Common Stock"). As of the date hereof, Mr. Radoff directly beneficially owns 2,110,232 shares of Common Stock. Mr. Radoff, as a director of Radoff Foundation, may be deemed to beneficially own the 500,000 shares of Common Stock directly beneficially owned by Radoff Foundation, which, together with the 2,110,232 shares of Common Stock he directly beneficially owns, constitutes an aggregate of 2,610,232 shares of Common Stock beneficially owned by Mr. Radoff. As of the date hereof, JEC II directly beneficially owns 1,167,296 shares of Common Stock. As of the date hereof, MOS Trust directly beneficially owns 215,000 shares of Common Stock. MOS PTC, as the trustee of MOS Trust, may be deemed to beneficially own the 215,000 shares of Common Stock directly beneficially owned by MOS Trust. As of the date hereof, Mr. Torok directly beneficially owns 285,000 shares of Common Stock. Mr. Torok, as the Manager of JEC II and a Manager of MOS PTC, may be deemed to beneficially own the 1,382,296 shares of Common Stock directly beneficially owned in the aggregate by JEC II and MOS Trust, which, together with the 285,000 shares of Common Stock he directly beneficially owns, constitutes an aggregate of 1,667,296 shares of Common Stock beneficially owned by Mr. Torok. As of the date hereof, each of Dr. Berman and Messrs. Horowitz and Rinaldini does not beneficially own any shares of Common Stock.

Contacts

Greg Lempel
greg@fondrenlp.com

AMENDED AND RESTATED GROUP AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of Seer, Inc., a Delaware corporation (the “Company”);

WHEREAS, certain of the undersigned are parties to that certain Group Agreement, dated February 20, 2026 (the “Original Group Agreement”), for the purpose of, among other things, coordinating their activities with respect to the Company;

WHEREAS, (i) The Radoff Family Foundation and Bradley L. Radoff (collectively, “Radoff”), (ii) JEC II Associates, LLC, The MOS Trust, MOS PTC, LLC and Michael Torok (collectively, “JEC”) and (iii) Howard Berman, Joshua S. Horowitz and Luis E. Rinaldini (each a “New Party” and collectively, the “New Parties” and together with Radoff and JEC, each a “Party” and collectively, the “Parties” or the “Group”) wish to enter into this Amended and Restated Group Agreement (this “Agreement”) to supersede and amend and restate the Original Group Agreement in its entirety; and

WHEREAS, the Parties desire to form a group for the purpose of (i) seeking representation on the Board of Directors of the Company (the “Board”) at the 2026 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the “Annual Meeting”), (ii) soliciting proxies for the election of certain persons nominated for election to the Board at the Annual Meeting (including those nominated by or on behalf of Radoff or JEC), (iii) taking all other action necessary to achieve the foregoing and (iv) taking any other actions the Group determines to undertake in connection with their respective investment in the Company (collectively, the “Purposes”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree, on this 12th day of April 2026, as follows:

1. The Original Group Agreement is hereby superseded in its entirety and shall be of no further force or effect.

2. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), each of the undersigned agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company to the extent required by applicable law. Each member of the Group shall be responsible for the accuracy and completeness of his or its own disclosure therein and shall not be responsible for the accuracy and completeness of the information concerning the other members of the Group, unless such member knows or has reason to know that such information is inaccurate.

3. So long as this Agreement is in effect, each New Party agrees to provide Radoff and JEC advance written notice prior to effecting any purchase, sale, acquisition or disposition of any securities of the Company which such New Party has, or would have, direct or indirect beneficial ownership so that Radoff and JEC have an opportunity to review the potential implications of any such transaction in the securities of the Company and pre-clear any such potential transaction in the securities of the Company by any of the New Parties; *provided, however*, that for so long as the Company’s tax benefit preservation plan, dated as of February 26, 2026 (the “NOL Pill”), remains in effect, no member of the Group shall transact in securities of the Company without the prior written consent of Radoff and JEC; *provided, further*, notwithstanding any potential termination of the NOL Pill, each New Party agrees that such New Party shall not undertake or effect any purchase, sale, acquisition or disposition of any securities of the Company without the prior written consent of Radoff and JEC. For purposes of this Agreement, the term “beneficial ownership” shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

4. So long as this Agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP (“Olshan”), Radoff and JEC of any changes to his or its ownership of securities of the Company by 4:15 PM Eastern Time on the date of any such change in ownership of securities of the Company.

5. Each of the undersigned agrees to form the Group for the Purposes as set forth above.

6. Radoff and JEC hereby agree to jointly pay all expenses and costs (including all legal fees) incurred in connection with the Group’s activities (the “Expenses”) on a pro rata basis based on the number of shares of the Company beneficially owned in the aggregate by such Party. The pro rata portion of Expenses shall be adjusted each month based on such Party’s respective ownership percentage as of the last day of the preceding month. Any reimbursement from the Company regarding the Expenses paid pursuant to this Section 6 shall be split by the Parties in proportion to the Expenses paid pursuant to this Section 6.

7. Each Party agrees that any filing with the SEC, press release or other communication proposed to be made or issued by the Group or any member of the Group in connection with the Group’s activities shall first be approved by a representative of Radoff and JEC. Radoff and JEC agree to work in good faith to resolve any disagreement that may arise between or among them concerning decisions to be made, actions to be taken or statements to be made in connection with the Group’s activities.

8. The relationship of the Parties shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any Party to act as an agent for any other Party, or to create a joint venture or partnership, or to constitute an indemnification. Each Party agrees to use his or its reasonable efforts to avoid taking any action that may cause any other person or entity to be deemed to be a member of the Group without the prior consent of a representative of each of Radoff and JEC. Except as provided in Section 3 and Section 4, nothing herein shall restrict any Party’s right to purchase or sell securities of the Company, as he or it deems appropriate, in his or its sole discretion, provided that all such purchases and sales are made in compliance with all applicable securities laws and the provisions of this Agreement.

9. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. Any signature to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall have the same effect as physical delivery of the paper document bearing the original signature.

10. This Agreement is governed by and will be construed in accordance with the laws of the State of New York. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the Parties consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

11. This Agreement shall terminate on the earliest to occur of (i) the certification of the results of the Annual Meeting or (ii) the mutual written agreement of Radoff and JEC. Notwithstanding the foregoing, Section 6 (solely with respect to Expenses incurred prior to the termination of this Agreement) and Section 10 shall survive any termination of this Agreement.

12. Each Party hereby waives the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

13. The terms and provisions of this Agreement may not be modified, waived or amended without the written consent of each of the Parties.

14. Each Party acknowledges that Olshan shall act as counsel for both the Group and Radoff relating to their investment in the Company.

15. Each Party hereby agrees that this Agreement shall be filed as an exhibit to any Schedule 13D required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

The Radoff Family Foundation

By: /s/ Bradley L. Radoff
Name: Bradley L. Radoff
Title: Director

/s/ Bradley L. Radoff
Bradley L. Radoff

JEC II Associates, LLC

By: /s/ Michael Torok

Name: Michael Torok
Title: Manager

The MOS Trust

By: MOS PTC, LLC
Trustee

By: /s/ Michael Torok

Name: Michael Torok
Title: Manager

MOS PTC, LLC

By: /s/ Michael Torok

Name: Michael Torok
Title: Manager

/s/ Michael Torok

Michael Torok

/s/ Howard H. Berman
Howard H. Berman

/s/ Joshua S. Horowitz
Joshua S. Horowitz

/s/ Luis E. Rinaldini

Luis E. Rinaldini

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Bradley L. Radoff the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Seer, Inc., a Delaware corporation (the "Company"), directly or indirectly beneficially owned by Bradley L. Radoff or any of his affiliates or members of his Schedule 13D group (collectively, the "Group"), and (ii) any potential proxy solicitation that may be pursued by the Group to elect a slate of director nominees to the board of directors of the Company at the 2026 annual meeting of stockholders of the Company, including any adjournments or postponements thereof (the "Solicitation"). Such action shall include, but not be limited to:

1. if applicable, executing for and on behalf of the undersigned a Schedule 13D, and amendments thereto, filed by the Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
2. if applicable, executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Group Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Group;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this ___ day of _____ 2026.

[NOMINEE]