
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 2)*

Personalis, Inc.

(Name of Issuer)

Common Stock, \$0.0001 par value

(Title of Class of Securities)

71535D106

(CUSIP Number)

Andrew Polovin
600 West Chicago Avenue, Suite 510,
Chicago, IL, 60654
(800) 976-5448

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

09/11/2025

(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. 71535D106

Name of reporting person

1

Tempus AI, Inc.

2

Check the appropriate box if a member of a Group (See Instructions)

(a)

(b)

3 SEC use only
Source of funds (See Instructions)

4 WC, OO

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

Citizenship or place of organization

6 DELAWARE

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially 8

12,718,800.00

Owned by

Sole Dispositive Power

Each

9

0.00

Reporting

Person

With:

Shared Dispositive Power

10

12,718,800.00

Aggregate amount beneficially owned by each reporting person

11 12,718,800.00

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

12

Percent of class represented by amount in Row (11)

13 14.3 %

Type of Reporting Person (See Instructions)

14 CO

SCHEDULE 13D

CUSIP No. 71535D106

Name of reporting person

1 Eric Lefkofsky

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 PF, OO

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

Citizenship or place of organization

6 UNITED STATES

Number of 7 Sole Voting Power

Shares	
Beneficially	150,000.00
Owned by	Shared Voting Power
Each	8
Reporting	12,718,800.00
Person	Sole Dispositive Power
With:	9
	150,000.00
	Shared Dispositive Power
	10
	12,718,800.00
	Aggregate amount beneficially owned by each reporting person
11	12,868,800.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	<input type="checkbox"/>
	Percent of class represented by amount in Row (11)
13	14.5 %
	Type of Reporting Person (See Instructions)
14	IN

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) Common Stock, \$0.0001 par value
Name of Issuer:

(b) Personalis, Inc.

Address of Issuer's Principal Executive Offices:

(c) 6600 Dumbarton Circle, Fremont, CALIFORNIA , 94555.

Item 1 Comment: This Amendment No. 2 to Schedule 13D (this "Amendment No. 2") amends and supplements the statement on Schedule 13D originally filed with the United States Securities and Exchange Commission (the "Commission") on July 3, 2024 (as amended to date, the "Schedule 13D"), relating to the common stock, par value \$0.0001 per share (the "Common Stock"), of Personalis, Inc., a Delaware corporation (the "Issuer"). Capitalized terms used herein without definition shall have the meaning set forth in the Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration

On August 16, 2024, pursuant to the terms of the Investment Agreement, Tempus (i) exercised the Warrants to acquire 9,218,800 shares of Common Stock for an aggregate exercise price of \$18,437,600, and (ii) purchased 3,500,000 shares of Common Stock from the Issuer at a price of \$5.07 per share. Tempus funded the exercise of the Warrants and the purchase of the shares of Common Stock using funds from its working capital.

Item 4. Purpose of Transaction

On September 11, 2025, the Issuer and Tempus entered into an amendment (the "Commercialization Agreement Amendment No. 5") to the Commercialization and Reference Laboratory Agreement, dated November 25, 2023, by and between the Issuer and Tempus (as amended, the "Commercialization Agreement"), pursuant to which the parties amended the existing standstill in Section 1(e) of the Commercialization Agreement to allow Tempus to acquire shares of Common Stock in open market purchases so long as (i) Tempus and its affiliates do not beneficially own more than 19.99% of the Common Stock outstanding as a result of any such acquisition and (ii) Tempus is not in breach of any provision of Section 1(e) of the Commercialization Agreement. The foregoing description of the Commercialization Agreement Amendment No. 5 does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is filed as an exhibit to this Amendment No. 2 and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

(a) The information contained on the cover pages is incorporated by reference to this Item 5. The ownership percentage presented herein is based on 88,677,062 shares of Common Stock outstanding as of July 29, 2025 as disclosed in the

Issuer's Quarterly Report on Form 10-Q as filed with the SEC on August 5, 2025.

- (b) The information contained on the cover pages is incorporated by reference to this Item 5. The securities reported herein represent shares of Common Stock held of record by Tempus. Mr. Lefkofsky is the controlling stockholder of Tempus and as such, may be deemed to have beneficial ownership of the securities held of record by Tempus. In addition, Mr. Lefkofsky is the record holder of 150,000 shares of Common Stock.
- (c) Except as described in Item 4, during the past 60 days, none of the Reporting Persons nor Related Persons has effected any transactions with respect to the Common Stock.
- (d) None.
- (e) Not applicable.

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

Item 4 above summarizes certain provisions of the Commercialization Agreement Amendment No. 5 and is incorporated herein by reference. A copy of the Commercialization Agreement Amendment No. 5 is filed as an exhibit to this Amendment No. 2 and incorporated herein by reference. Except as set forth in the Schedule 13D, the Reporting Persons do not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies

Item 7. Material to be Filed as Exhibits.

Exhibit 7: Amendment No. 5 to the Commercialization and Reference Laboratory Agreement, dated September 11, 2025, by and between Personalis, Inc. and Tempus AI, Inc.

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.

Tempus AI, Inc.

Signature: /s/ Andrew Polovin

Name/Title: Andrew Polovin, General Counsel

Date: 09/12/2025

Eric Lefkofsky

Signature: /s/ Eric Lefkofsky

Name/Title: Eric Lefkofsky

Date: 09/12/2025

**Amendment No. 5 to the
Commercialization and Reference Laboratory Agreement**

This Amendment No. 5 (this "Amendment") is made as of the date of the last signature below, by and between Personalis, Inc., a Delaware corporation ("Personalis"), and Tempus AI, Inc. ("Tempus") and amends that certain Commercialization and Reference Laboratory Agreement with the effective date of November 25, 2023 (as previously amended, the "Agreement"). Tempus and Personalis are each a "Party" and together the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, pursuant to Section 9(d) of the Agreement, any term of the Agreement may be amended by a writing signed by the Parties.

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Amendment. Section 1(e)(i) of the Agreement is hereby amended by making the changes shown in strikethrough and underline on **Exhibit A** attached hereto.
2. Incorporation. Except as otherwise provided in this Amendment, all terms and conditions previously set forth in the Agreement will remain in effect as set forth in the Agreement. If this Amendment and the Agreement are inconsistent, the terms and provisions of this Amendment will supersede the terms and provisions of the Agreement, but only to the extent necessary to satisfy the purposes of this Amendment.

[Signature Page Follows]

NOW THEREFORE, the Parties enter into this Amendment by signature of their authorized representatives below.

Personalis, Inc.

By: /s/ Stephen Moore

Name: Stephen Moore

Title: SVP, CLO & Corporate Secretary

Date: 9/11/2025

Tempus AI, Inc.

By: /s/ Andy Polovin

Name: Andy Polovin

Title: EVP, General Counsel & Secretary

Date: 9/11/2025

Exhibit A

Amendment to Section 1(e)(i)

e. Standstill Agreement.

i. *Generally.* Tempus agrees that, (x) until the earlier of June 4, 2027 and the date that the Parties' exclusivity obligations expire or terminate under Section 3 of Exhibit A hereto, whenever Tempus (together with its Affiliates) owns at least 9,218,800 shares of Common Stock (which number is subject to appropriate adjustment for any stock dividends, splits, recapitalizations, reclassifications, combinations or the like) and (y) from the Effective Date until the one year anniversary of the Effective Date, whenever the exclusivity obligations contemplated herein expire or terminate and Tempus (together with its Affiliates) owns at least 5 percent of the outstanding Common Stock of Personalis (each such period, the "Standstill Period"), without Personalis' prior written consent, Tempus and its Affiliates shall not in any manner, directly or indirectly: (1) effect, seek, offer or propose (whether publicly or otherwise) to effect, participate in or facilitate or encourage any other person to effect, seek, offer or propose (whether publicly or otherwise) to effect or participate in, (a) any acquisition of, or obtaining any economic interest in, any securities (including through exercise of the First Warrant and/or the Second Warrant) or beneficial ownership thereof (directly or by means of any derivative securities), or rights or options to acquire, or obtain economic interest in, any securities or beneficial ownership thereof (directly or by means of any derivative securities), or any assets, indebtedness or businesses of Personalis (other than acquisitions or licenses of assets in the ordinary course of business), (b) any tender offer or exchange offer, merger or other business combination involving Personalis or any of its assets, (c) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to Personalis, or (d) any "solicitation" of "proxies" (as such terms are used in the Securities Exchange Act of 1934, as amended (the "1934 Act"), and Rule 14a-1 promulgated thereunder) or consents to vote any securities of Personalis, including soliciting consents or taking any other action with respect to the calling of a special meeting of Personalis' stockholders; (2) form, join or in any way participate in a "group" (as defined under the 1934 Act) with respect to Personalis; (3) otherwise act, alone or in concert with others, to seek representation on or to control the board of directors or policies of Personalis or to obtain representation on the board of directors of Personalis; (4) disclose or direct any person to disclose, any intention, plan or arrangement inconsistent with the foregoing; (5) take any action that could reasonably be expected to result in a request by a court of competent jurisdiction or by a governmental body to disclose, or could cause or require either Party to disclose or make a public announcement regarding, any of the transactions contemplated by this Agreement or all or any part of the information contained in the Confidential Information or any matter of the types set forth in this paragraph; (6) advise, assist or knowingly encourage or direct any person to advise, assist or encourage any other persons in connection with any of the foregoing; or (7) request of Personalis or any of its Representatives, directly or indirectly, that Personalis amend or waive any provision of this paragraph (including this sentence); *provided* that, nothing in the foregoing shall restrict Tempus from (x) confidentially communicating to Personalis' board of directors, chief executive officer or chief financial officer any non-public proposals regarding potential transactions in such a manner as would not reasonably be expected to require public disclosure thereof under any law applicable to Personalis or its Representatives or to Tempus or its Representatives; *provided* that any such communication shall first be privately directed to Personalis' chief executive officer and chief financial officer, ~~or~~ (y) engaging in discussions with third party financing sources with respect to financing a transaction involving Personalis; *provided* that no Confidential Information of Personalis may be made available to such financing sources without Personalis' prior written consent, or (z) acquiring shares of Common Stock in open market purchases so long as (i) Tempus and its Affiliates do not beneficially own more than 19.99% of the Common Stock outstanding as a result of any such acquisition and (ii) Tempus is not in breach of any provision of this Section 1(e).
