

**UNITED STATES SECURITIES AND EXCHANGE
COMMISSION**

Washington, D.C. 20549

**INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF
SECURITIES**

OMB APPROVAL

OMB Number: 3235-0104

Estimated average burden

hours per response: 0.5

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934
or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>BELVIN MARCIA</u> (Last) (First) (Middle) C/O CYTOMX THERAPEUTICS, INC. 151 OYSTER POINT BLVD., STE. 400 (Street) SOUTH SAN FRANCISCO CA 94080 (City) (State) (Zip)	2. Date of Event Requiring Statement (Month/Day/Year) 03/22/2023	3. Issuer Name and Ticker or Trading Symbol <u>CytomX Therapeutics, Inc.</u> [<u>CTMX</u>]	
		4. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) <u>SVP, Chief Scientific Officer</u>	5. If Amendment, Date of Original Filed (Month/Day/Year) 6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
Common Stock	80,820 ⁽¹⁾	D	

**Table II - Derivative Securities Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)**

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Performance Stock Units (PSUs)	(2)	(2)	Common Stock	11,250	(2)	D	
Performance Stock Units (PSUs)	(3)	(3)	Common Stock	22,500	(3)	D	
Performance Stock Units (PSUs)	(4)	(4)	Common Stock	75,000	(4)	D	
Stock Option (Right to Buy)	(5)	04/29/2028	Common Stock	50,000	26.3	D	
Stock Option (Right to Buy)	(5)	02/27/2029	Common Stock	17,740	11.22	D	
Stock Option (Right to Buy)	(6)	02/13/2030	Common Stock	34,000	7.13	D	
Stock Option (Right to Buy)	(7)	10/04/2030	Common Stock	40,000	7.02	D	
Stock Option (Right to Buy)	(8)	02/25/2031	Common Stock	150,000	7.85	D	
Stock Option (Right to Buy)	(9)	10/23/2031	Common Stock	30,000	5.34	D	
Stock Option (Right to Buy)	(10)	02/01/2032	Common Stock	135,000	4.13	D	
Stock Option (Right to Buy)	(11)	08/09/2032	Common Stock	135,000	1.59	D	
Stock Option (Right to Buy)	(12)	02/01/2033	Common Stock	100,000	2.59	D	

Explanation of Responses:

1. Includes 56,875 restricted stock units.

2. Each Performance Stock Unit ("PSU") represents a contingent right to receive one share of the Issuer's Common Stock upon vesting. 22,500 PSUs originally granted on October 24, 2021. 50% of the PSUs vested upon achievement of a certain performance-based milestone on July 19, 2022 and the remaining 50% of the PSUs vest upon achievement of a certain performance-based milestone within 2 years from grant date.

3. Each Performance Stock Unit ("PSU") represents a contingent right to receive one share of the Issuer's Common Stock upon vesting. 50% of the PSUs vest upon achievement of a certain performance-based milestone by 12/31/2023 and 50% of the PSUs vest upon achievement of a certain performance-based milestone by 12/31/2024.

4. Each Performance Stock Unit ("PSU") represents a contingent right to receive one share of the Issuer's Common Stock upon vesting. 50% of the PSUs vest upon the achievement of each of two clinical milestones.
5. The shares subject to the option are fully vested and exercisable.
6. 1/48th of the shares subject to the option vest on each monthly anniversary measured from January 1, 2020 (the "Vesting Commencement Date"), such that 100% of the shares subject to the option will be fully vested and exercisable on the fourth anniversary of the Vesting Commencement Date, subject to the Reporting Person's continued service to the Issuer through each such date.
7. 1/48th of the shares subject to the option vest on each monthly anniversary measured from October 5, 2020 (the "Vesting Commencement Date"), such that 100% of the shares subject to the option will be fully vested and exercisable on the fourth anniversary of the Vesting Commencement Date, subject to the Reporting Person's continued service to the Issuer through each such date.
8. 1/48th of the shares subject to the option vest on each monthly anniversary measured from February 26, 2021 (the "Vesting Commencement Date"), such that 100% of the shares subject to the option will be fully vested and exercisable on the fourth anniversary of the Vesting Commencement Date, subject to the Reporting Person's continued service to the Issuer through each such date.
9. 1/48th of the shares subject to the option vest on each monthly anniversary measured from October 24, 2021 (the "Vesting Commencement Date"), such that 100% of the shares subject to the option will be fully vested and exercisable on the fourth anniversary of the Vesting Commencement Date, subject to the Reporting Person's continued service to the Issuer through each such date.
10. 1/48th of the shares subject to the option vest on each monthly anniversary measured from February 2, 2022 (the "Vesting Commencement Date"), such that 100% of the shares subject to the option will be fully vested and exercisable on the fourth anniversary of the Vesting Commencement Date, subject to the Reporting Person's continued service to the Issuer through each such date.
11. 1/36th of the shares subject to the option vest on each monthly anniversary measured from August 10, 2022 (the "Vesting Commencement Date"), such that 100% of the shares subject to the option will be fully vested and exercisable on the third anniversary of the Vesting Commencement Date, subject to the Reporting Person's continued service to the Issuer through each such date.
12. 1/48th of the shares subject to the option vest on each monthly anniversary measured from February 2, 2023 (the "Vesting Commencement Date"), such that 100% of the shares subject to the option will be fully vested and exercisable on the fourth anniversary of the Vesting Commencement Date, subject to the Reporting Person continuing as a service provider through each such date.

Remarks:

Exhibit 24.1 - Power of Attorney

/s/ Lloyd Rowland, as
Attorney-in-Fact for
Marcia Belvin

03/29/2023

** Signature of Reporting
Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints each of (i) the Senior Vice President, Finance and Accounting of CytomX Therapeutics, Inc., a Delaware corporation (the “**Company**”), who is currently Christopher Ogden and (ii) the Company’s General Counsel, who is currently Lloyd Rowland, and their respective successors, signing singly, with full power of substitution, as the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned’s capacity as an officer and/or director of the Company, Forms 3, 4 and 5 (including amendments thereto) in accordance with Section 16(a) of the Securities Exchange Act of 1934 and the rules and regulations thereunder and a Form ID, Uniform Application for Access Codes to File on EDGAR;
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms 3, 4 or 5 or Form ID and timely file such forms (including amendments thereto) and application with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, 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 each 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 substitute or 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 attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Securities Exchange Act of 1934.

The undersigned agrees that each such attorney-in-fact herein may rely entirely on information furnished orally or in writing by the undersigned to such attorney-in-fact. The undersigned also agrees to indemnify and hold harmless the Company and each such attorney-in-fact against any losses, claims, damages or liabilities (or actions in these respects) that arise out of or are based upon any untrue statements or omission of necessary facts in the information provided by the undersigned to such attorney-in fact for purposes of executing, acknowledging, delivering or filing Forms 3, 4 or 5 (including amendments thereto) or Form ID and agrees to reimburse the Company and such attorney-in-fact for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, damage, liability or action.

This Power of Attorney supersedes any power of attorney previously executed by the undersigned regarding the purposes outlined in the first paragraph hereof (“**Prior Powers of Attorney**”), and the authority of the attorneys-in-fact named in any Prior Powers of Attorney is hereby revoked.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4 or 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier (a) revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact or (b) superseded by a new power of attorney regarding the purposes outlined in the first paragraph hereof dated as of a later date.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 23rd day of March, 2023.

/s/ Marcia Belvin

Marcia Belvin
