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As filed with the Securities and Exchange Commission on May 24, 2019

Registration No. 333-

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# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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## FORM S-1

REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

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### ATRECA, INC.

(Exact name of Registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation or organization)	<b>2834</b> (Primary Standard Industrial Classification Code Number)	<b>27-3723255</b> (I.R.S. Employer Identification Number)
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**500 Saginaw Drive  
Redwood City, CA 94063  
(650) 595-2595**

(Address, including zip code, and telephone number, including  
area code, of Registrant's principal executive offices)

---

**John A. Orwin  
President and Chief Executive Officer  
Atreca, Inc.  
500 Saginaw Drive  
Redwood City, CA 94063  
(650) 595-2595**

(Name, address, including zip code, and telephone number, including  
area code, of agent for service)

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**Approximate date of commencement of proposed sale to the public:  
As soon as practicable after this Registration Statement is declared effective.**

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee(3)
Class A common stock, \$0.0001 par value per share(4)	\$100,000,000	\$12,120

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
- (2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase, if any.
- (3) Calculated pursuant to Rule 457(o) under the Securities Act of 1933, as amended, based on an estimate of the proposed maximum aggregate offering price.
- (4) To the extent shares of common stock are purchased by entities affiliated with Baker Brothers Life Sciences L.P., the common stock will initially be issued in the form of Class B common stock, \$0.0001 par value per share. The Proposed Maximum Aggregate Offering Price includes such shares of Class B common stock, and this registration statement registers the offer and sale of such Class B common stock and an equivalent number of shares of Class A common stock, \$0.0001 par value per share into which such Class B common stock is convertible at the option of the holder thereof.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

**PROSPECTUS (Subject to completion)**

**Dated May 24, 2019**

## Shares



### Class A Common Stock

This is an initial public offering of shares of our Class A common stock. We are offering \_\_\_\_\_ shares of our Class A common stock. Prior to this offering, there has been no public market for our Class A common stock. We will apply for listing of our Class A common stock on The Nasdaq Global Market under the symbol "BCEL". We expect that the public offering price will be between \$ \_\_\_\_\_ and \$ \_\_\_\_\_ per share.

We are an "emerging growth company" under applicable Securities and Exchange Commission rules and will be subject to reduced public company reporting requirements for this prospectus and future filings.

Following this offering, we will have two classes of common stock: Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock will be entitled to one vote and shares of Class B common stock will be non-voting, except as may be required by law. Each share of Class B common stock may be converted at any time into one share of Class A common stock at the option of its holder, subject to the ownership limitations provided for in our amended and restated certificate of incorporation to become effective upon the closing of this offering.

**Our business and an investment in our Class A common stock involve significant risks. These risks are described under the caption "Risk Factors" beginning on page 14 of this prospectus.**

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	<i>Per Share</i>	<i>Total</i>
<b>Public offering price</b>	\$ _____	\$ _____
<b>Underwriting discount</b>	\$ _____	\$ _____
<b>Proceeds, before expenses, to us</b>	\$ _____	\$ _____

The underwriters may also purchase up to an additional \_\_\_\_\_ shares from us at the public offering price, less the underwriting discount, within 30 days from the date of this prospectus to cover overallotments.

In addition, certain existing stockholders have indicated an interest in purchasing up to approximately \_\_\_\_\_ of shares of our common stock in this offering at the initial public offering price. However, because these indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, less or no shares in this offering to any or all of these entities, or any or all of these entities may determine to purchase more, less or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these entities as they will on any other shares sold to the public in this offering. To the extent shares of common stock offered hereby are purchased by entities affiliated with Baker Brothers Life Sciences L.P., such shares will initially be issued in the form of Class B common stock that will be convertible into an equivalent number of shares of our Class A common stock. The public offering price of and underwriting discount on such shares of Class B common stock will be identical to the shares of Class A common stock otherwise offered hereby. References to Class A common stock being offered hereby include the shares of Class A common stock into which shares of our Class B common stock purchased in this offering are convertible.

The underwriters expect to deliver the shares against payment in New York, New York on \_\_\_\_\_, 2019.

**Cowen**

**Evercore ISI**

**Stifel**

**Canaccord Genuity**

**Brookline Capital Markets**

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Through and including \_\_\_\_\_, 2019 (the 25<sup>th</sup> day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

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We and the underwriters have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are offering to sell, and seeking offers to buy, shares of our Class A common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our Class A common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside the United States: Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our Class A common stock and the distribution of this prospectus outside of the United States.

Atreca, Inc. and our logo are our trademarks and are used in this prospectus. This prospectus also includes trademarks, tradenames and service marks that are the property of other organizations. Solely for convenience, our trademarks and tradenames referred to in this prospectus appear without the™ symbol, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights, or the right of the applicable licensor to these trademarks and tradenames.

## PROSPECTUS SUMMARY

*This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our Class A common stock. You should read this entire prospectus carefully, including the sections of this prospectus titled "Risk Factors," "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business" and our consolidated financial statements and the related notes included elsewhere in this prospectus, before making an investment decision. Unless the context otherwise requires, all references in this prospectus to "we," "us," "our," "our company" and "Atreca" refer to Atreca, Inc.*

### Overview

We are a biopharmaceutical company utilizing our differentiated platform to discover and develop novel antibody-based immunotherapeutics to treat a range of solid tumor types. While more traditional oncology drug discovery approaches attempt to generate antibodies against known targets, our approach relies on the human immune system to direct us to unique antibody-target pairs from patients experiencing a clinically meaningful, active immune response against their tumors. These unique antibody-target pairs represent a potentially novel and previously unexplored landscape of immuno-oncology targets. We believe the fact that our approach has the potential to deliver novel, previously unexplored immuno-oncology targets provides us with a significant competitive advantage over traditional approaches which focus on known targets that many companies are aware of and can pursue. We have utilized our drug discovery approach to identify over 1,400 distinct human antibodies that bind preferentially to tumor tissue from patients who are not the source of the antibody. Our lead product candidate, ATRC-101, is a monoclonal antibody with a novel mechanism of action and target derived from an antibody identified using our discovery platform. ATRC-101 reacts *in vitro* with a majority of human ovarian, non-small cell lung, colorectal and breast cancer samples from multiple patients. It has demonstrated robust anti-tumor activity as a single agent in multiple preclinical models, including one model in which PD-1 checkpoint inhibitors typically display limited activity. We anticipate filing an Investigational New Drug, or IND, application for ATRC-101 in late 2019 and initiating a Phase 1b clinical trial in patients with solid tumors in early 2020, subject to U.S. Food and Drug Administration, or FDA, approval of our IND application.

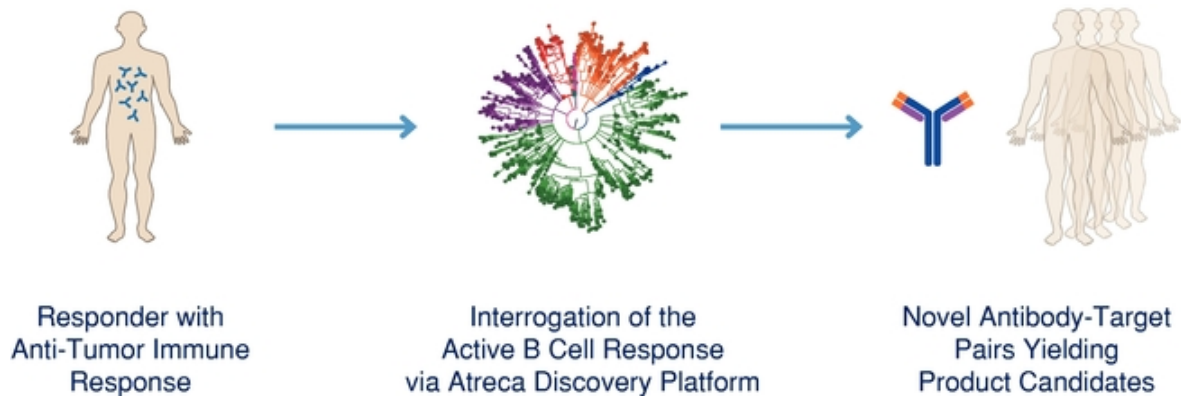
Although existing cancer therapies, including the evolving class of cancer immunotherapeutics, have advanced significantly over recent years, cancer remains the second leading cause of death in the United States. To address this unmet need, we pursue an open-aperture approach, which relies on the human immune system to direct us to antibody-target pairs that are present in patients who have experienced a clinically meaningful response to therapy.

### The Atreca Drug Discovery Platform

We believe we may be able to address certain key limitations of the current oncology drug discovery paradigm by focusing on the common phenomenon driving clinical responses in cancer immunotherapy—an active human anti-tumor immune response. Our platform allows us to interrogate an active B cell response within an individual cancer patient to identify novel and relevant antibody-target pairs, which may enable us to develop antibody-based product candidates to treat large populations of patients with solid tumors. We believe that the significant time and capital invested in developing, refining and applying our differentiated discovery platform have provided us with significant first-mover advantages and created barriers to entry.

For example, establishing our non-interventional clinical studies to obtain patient samples, enabling longitudinal analyses, required approximately 1 to 2 years. We built our bioinformatics

expertise in assembling and analyzing our antibodies over seven years of operations. Our hit antibody generation process has been enhanced to deliver hits at a high rate, has already generated over 1,400 hit antibodies and is supported by a growing intellectual property portfolio. Additionally, our investments of capital and time to build industrialized wet-lab and supporting bioinformatics capacity across our platform, including the time required to identify and hire very qualified personnel, were substantial. The figure below illustrates the overall concept of our drug discovery approach:



Our discovery process begins by gathering blood samples, mostly through company-sponsored non-interventional clinical studies, from cancer patients before, during and after they undergo treatment, which can induce an active anti-tumor immune response. Through this process, we have built a broad repository of over 1,200 samples from over 400 donors, representing over 25 different solid tumor types. We identify those patients with clinically meaningful responses to therapy, defined as those that reach validated surrogate endpoints of complete or partial response, stable disease for six months, or long-term progression-free survival. For those patients, we then examine their samples for rare antibody-producing B cells called plasmablasts that are elevated during an active immune response. We believe that these human immune responses, which often occur over an extended period of time, generate antibodies accessible with our platform that would be difficult to obtain through shorter term, non-human immunization or *in vitro* strategies.

If plasmablasts are elevated in a particular sample, we then employ a multi-step process to generate a potential product candidate. We start by isolating single plasmablasts and determining the sequences of the co-expressed antibody genes using our proprietary Immune Repertoire Capture® technology. We analyze these sequences to select antibodies, which we synthesize as recombinant proteins. We then test these antibodies to identify those that bind to tumor tissue from patients who are not the source of the antibody, referred to as non-autologous tumor tissue, preferentially over normal tissue. We then analyze these "hit" antibodies using a number of *in vitro* and *in vivo* assays, and often make structural changes to generate leads. A select number of these leads are refined further using protein engineering to enhance their drug-like properties as we identify and characterize their targets in parallel prior to initiating preclinical development and IND-enabling studies.

#### Key Attributes of Our Discovery Platform

We take an "open-aperture" approach to drug discovery, in which we are not limited by preconceptions of what constitutes a viable antibody or target. We instead allow the human immune system to direct our efforts. We believe this approach provides us access to a broad underexploited antibody and drug target space. Our approach may lead us to antibodies that are unlikely to have

arisen via more traditional approaches with targets that otherwise may not have been discoverable. We believe our approach and discovery platform provide us with the ability to:

- § Generate antibodies made by the human immune system.
- § Deliver potentially useful antibodies at a high rate and in a scalable fashion.
- § Access a potentially large and underexploited tumor target space.
- § Identify antibody-target pairs.
- § Generate candidates that direct the immune system to attack tumor tissue.
- § Develop potential treatments for large populations of patients across multiple tumor types.

#### **Our Lead Product Candidate: ATRC-101 for the Treatment of Solid Tumors**

ATRC-101 is a monoclonal antibody derived from an antibody identified using our discovery platform in the active immune response of a patient. We believe that ATRC-101 may have broad potential as an immunotherapeutic agent in a range of solid tumors. ATRC-101 reacts *in vitro* with a majority of human ovarian, non-small cell lung, colorectal and breast cancer samples from multiple patients. It has also demonstrated robust anti-tumor activity as a single agent in multiple preclinical syngeneic tumor models, including one model in which PD-1 checkpoint inhibitors typically display limited activity. ATRC-101 has also demonstrated preclinical activity in combination with other immunotherapeutics, including PD-1 checkpoint inhibitors. Both the mechanism of action of ATRC-101, which we refer to as Driver Antigen Engagement, and its target appear unlike those of other anti-tumor antibodies that have been or are currently in clinical development. In histology studies, we did not observe binding above background levels across a range of normal human tissues. Additionally, in repeat-dose safety studies in both mice and non-human primates, we did not observe a safety signal. We have identified the target of ATRC-101 as a ribonucleoprotein (RNP) complex. ATRC-101 binds to target reconstituted *in vitro* using a single recombinant protein, polyadenylate-binding protein 1, and *in vitro* transcribed poly(A) RNA.

We anticipate filing an IND for ATRC-101 in late 2019 and launching an open-label dose escalation trial in patients with solid tumors in early 2020. Assuming we observe an acceptable safety profile, we then anticipate dosing ATRC-101 in combination with a PD-1 checkpoint inhibitor. ATRC-101 demonstrates the ability of our platform to generate antibody candidates with novel targets and mechanisms of action.

We own worldwide rights to ATRC-101 and have filed multiple U.S. provisional patent applications relating to ATRC-101 and other variants. We intend to file a nonprovisional patent application in the first quarter of 2020.

#### **Our Lead Generation Programs**

ATRC-101, currently our only product candidate, represents one of over 1,400 antibodies that we have identified to date through our discovery platform that may have potential to generate broad anti-tumor activity via a variety of mechanisms of action. While we believe that we will be able to exploit our growing library of novel antibodies in order to develop product candidates with additional distinct and compelling mechanisms of action for tumor destruction, many of these antibodies will likely not yield product candidates for a variety of reasons. For example, while we have identified antibodies that can be coupled to T cell-activating domains in a bispecific format to kill tumor cells; others that directly target tumor cells leading to immune cell-mediated killing; and others that internalize upon binding to tumor cells and therefore may be able to deliver coupled toxins, but less than 25% of the antibodies in our hit library demonstrate one of these mechanisms. In addition, in order to be able to develop product candidates from our hit library in certain of these mechanisms, such as bispecific T cell engagers and antibody-drug conjugates, we will need to partner with biotech



companies that have developed technologies that enable engineering our antibodies into these formats. We are actively pursuing such collaborative partnerships, and plan to allocate resources to these efforts as part of our shift to focus our drug discovery efforts around building out a proprietary pipeline of clinical candidates.

We are currently pursuing numerous potential partnership opportunities, and anticipate entering into a strategic drug discovery partnership as early as 2020, and to file an IND application for a second product candidate in 2021.

### **Our Strategy**

Our goal is to become a leading biopharmaceutical company by utilizing our differentiated platform to discover and develop antibody-based therapeutics against novel targets. In pursuit of that strategy, we intend to:

- § Rapidly advance our lead product candidate, ATRC-101, into clinical trials in multiple types of solid tumors.
- § Continue to develop and advance our pipeline of antibody-based product candidates for oncology.
- § Continue to invest in our discovery platform for applications within oncology and potential indications outside of oncology.
- § Selectively enter into collaborations to enhance and expand our product pipeline as well as our drug development capabilities.
- § Continue to expand our intellectual property portfolio to further protect our discovery platform and the novel product candidates it may generate.

### **Our Management Team and Investors**

We are led by a highly experienced management team with deep scientific and technical expertise and broad experience in discovering, developing and commercializing antibody therapeutics in oncology. Members of our executive team have held a range of corporate leadership and academic roles including founding multiple biopharmaceutical companies, driving cutting-edge academic research, leading informatics and computational biology teams, discovering and developing novel antibody-based therapeutics and executing the launch and commercialization of multiple approved products. Since our founding, we have raised a total of \$219 million in equity financing primarily from leading institutional investors. See "Principal Stockholders".

### **Risk Factors Summary**

Our ability to execute our business strategy is subject to numerous risks, as more fully described in the section titled "Risk Factors" immediately following this prospectus summary. These risks include, among others:

- § We are a preclinical stage biopharmaceutical company with a history of losses; we expect to continue to incur significant losses for the foreseeable future and may never achieve or maintain profitability.
- § ATRC-101 is in preclinical development, has never been tested in a human subject and may fail in development or suffer delays that materially and adversely affect its commercial viability.
- § If ATRC-101 is ever tested in humans, it may not demonstrate the combination of safety and efficacy necessary to become approvable or commercially viable.
- § We may not be successful in our efforts to use and expand our discovery platform to build a pipeline of product candidates.

- § Our approach to developing and identifying our antibodies using our discovery platform is novel and unproven and may not result in marketable products.
- § If we are unable to obtain or protect intellectual property rights related to our technology and current or future product candidates, or if our intellectual property rights are inadequate, we may not be able to compete effectively.
- § Patent terms may not be able to protect our competitive position for an adequate period of time with respect to our current or future technologies or product candidates.
- § We may be unable to obtain U.S. or foreign regulatory approval and, as a result, be unable to commercialize ATRC-101 or potential future product candidates.
- § Even if we receive regulatory approval for any of our current or potential future product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense.
- § Our quarterly operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline.

## **Corporate Information**

We were incorporated under the laws of the state of Delaware in 2010 under the name Atreca, Inc. Our principal executive offices are located at 500 Saginaw Drive, Redwood City, CA 94063. Our telephone number is (650) 595-2595. Our website address is [www.atreca.com](http://www.atreca.com). Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus, and you should not consider information on our website to be part of this prospectus.

The Atreca design logo, "Atreca" and our other registered or common law trademarks, service marks, or trade names appearing in this prospectus are the property of Atreca, Inc. Other trade names, trademarks and service marks used in this prospectus are the property of their respective owners.

## **Implications of Being an Emerging Growth Company**

We qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, or JOBS Act, enacted in April 2012. An emerging growth company may take advantage of reduced reporting requirements that are otherwise applicable to public companies. These provisions include, but are not limited to:

- § Being permitted to present only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations in this prospectus.
- § Not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended.
- § Reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements and registration statements.
- § Exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We may take advantage of these provisions until the last day of our fiscal year following the fifth anniversary of the date of the first sale of our common equity securities pursuant to an effective registration statement under the Securities Act of 1933, as amended. However, if certain events occur prior to the end of such five-year period, including if we become a "large accelerated filer," our

annual gross revenues exceed \$1.07 billion or we issue more than \$1.0 billion of non-convertible debt in any three-year period, we will cease to be an emerging growth company prior to the end of such five-year period.

We have elected to avail ourselves of an exemption that allows us to delay adopting new or revised accounting standards until such time as those standards apply to private companies. As a result, we will not be subject to the same new or revised accounting standards as other public companies that comply with the public company effective dates, including but not limited to the new lease accounting standard. We have also elected to take advantage of certain of the reduced disclosure obligations in the registration statement of which this prospectus is a part and may elect to take advantage of other reduced reporting requirements in future filings. As a result of these elections, the information that we provide to our stockholders may be different than you might receive from other public reporting companies.

## The Offering

Class A common stock offered	shares	
Class A common stock to be outstanding after this offering	shares (	shares, if the underwriters exercise their option to purchase additional shares in full)
Class B common stock to be outstanding after this offering	shares	
Total Class A and Class B common stock to be outstanding after this offering	shares (	shares, if the underwriters exercise their option to purchase additional shares in full)
Underwriters' option to purchase additional shares of Class A common stock	shares	

**Use of proceeds** We estimate that our net proceeds from the sale of our Class A common stock from this offering will be approximately \$            million (or approximately \$            million if the underwriters exercise their option to purchase additional shares in full), based on an assumed initial public offering price of \$            per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

We currently expect to use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows:

- §    approximately \$            million to fund the development of ATRC-101 through the dose-escalation portion of our Phase 1b clinical trial and a portion of our currently planned protocol amendments to pursue combination studies and expansion cohorts;
- §    approximately \$            million to fund our ongoing efforts to develop additional clinical candidates from our discovery platform; and

§ the remaining proceeds for continued development and utilization of our discovery platform, hiring of additional personnel, capital expenditures, costs of operating as a public company and other general corporate purposes.

See the section titled "Use of Proceeds" for additional information.

Voting rights

Following this offering, we will have two classes of common stock: Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion.

Each share of Class A common stock will be entitled to one vote and shares of Class B common stock will be non-voting, except as may be required by law.

Each share of Class B common stock may be converted into one share of Class A common stock at the option of its holder, subject to the ownership limitations provided for in our amended and restated certificate of incorporation to become effective upon the closing of this offering.

See the section titled "Description of Capital Stock" for additional information.

Risk factors

See "Risk Factors" and the other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in our Class A common stock.

Proposed Nasdaq Global Market symbol

"BCEL"

The number of shares of our Class A common stock and Class B common stock that will be outstanding after this offering is based on 93,002,323 shares of our Class A common stock and 23,605,150 shares of Class B common stock (including shares of all of our convertible preferred stock on an as-converted basis) outstanding as of March 31, 2019, and excludes:

- § 15,528,475 shares of Class A common stock issuable upon exercise of stock options outstanding as of March 31, 2019 under our 2010 Equity Incentive Plan, or 2010 Plan, with a weighted-average exercise price of \$1.18 per share;
- § shares of Class A common stock issuable upon exercise of stock options granted after March 31, 2019 under our 2010 Plan, with a weighted-average exercise price of \$ per share;

- § shares of Class A common stock reserved for future issuance under our 2019 Equity Incentive Plan, or 2019 Plan, which will become effective in connection with this offering, as well as (i) any additional shares of Class A common stock that become available for issuance under the 2019 Plan (including as a result of annual increases) and (ii) any shares of Class A common stock that (A) remain available for issuance under the 2010 Plan as of immediately prior to the time our 2019 Plan becomes effective or (B) that would have otherwise returned to our 2010 Plan in accordance with its terms (which, in each case, will become available for issuance under our 2019 Plan);
- § shares of Class A common stock reserved for future issuance under our 2019 Employee Stock Purchase Plan, or the ESPP, which will become effective on the business day prior to the public trading date of our Class A common stock, as well as any additional shares of Class A common stock that become available for issuance under our ESPP (including as a result of annual increases); and
- § 300,000 shares of Class A common stock issuable upon exercise of outstanding warrants reclassified to purchase our Class A common stock as described below, each with an exercise price of \$2.41 per share.

Unless otherwise indicated, the information in this prospectus assumes:

- § the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, each of which will occur upon the closing of this offering;
- § the automatic conversion of all outstanding shares of our convertible Series A preferred stock, convertible Series B preferred stock and convertible Series C1 preferred stock into 79,884,946 shares of our Class A common stock immediately upon the closing of this offering;
- § the automatic conversion of all outstanding shares of our convertible Series C2 preferred stock into 23,605,150 shares of our Class B common stock immediately upon the closing of this offering;
- § the issuance of 377,620 shares of Class A common stock upon the exercise of an outstanding warrant in connection with this offering, with an exercise price of \$0.0001 per share;
- § the automatic reclassification of all of our outstanding warrants to purchase Series A preferred stock into warrants to purchase 300,000 shares of Class A common stock, each with an exercise price of \$2.41 per share, immediately upon the closing of this offering and no exercise of these warrants;
- § no exercise of outstanding options to purchase our Class A common stock as described above; and
- § no exercise of the underwriters' option to purchase additional shares of Class A common stock.

In addition, certain existing stockholders have indicated an interest in purchasing up to approximately \$ of shares of our common stock in this offering at the initial public offering price. However, because these indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, less or no shares in this offering to any or all of these entities, or any or all of these entities may determine to purchase more, less or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these entities as they will on any other shares sold to the public in this offering. To the extent shares of common stock offered hereby are purchased by entities affiliated with Baker Brothers Life Sciences L.P., such shares will initially be issued in the form of Class B common stock that will be convertible into an equivalent number of shares of our Class A common stock. The

public offering price of and underwriting discount on such shares of Class B common stock will be identical to the shares of Class A common stock otherwise offered hereby. References to Class A common stock being offered hereby include the shares of Class A common stock into which shares of our Class B common stock purchased in this offering are convertible.

### **Summary Consolidated Financial Data**

The summary consolidated statements of operations data for the years ended December 31, 2017 and 2018 are derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary consolidated statements of operations data for the three months ended March 31, 2018 and 2019 and the summary consolidated balance sheet data as of March 31, 2019 are derived from our unaudited interim consolidated financial statements included elsewhere in this prospectus. We have prepared the unaudited interim consolidated financial statements on the same basis as the audited financial statements and have included, in our opinion, all adjustments, consisting only of normal recurring adjustments that we consider necessary for a fair statement of the financial information set forth in those statements. You should read the consolidated financial data set forth below in conjunction with our consolidated financial statements and the accompanying notes and the information in "Management's Discussion and Analysis of Financial Condition and



Results of Operations" contained elsewhere in this prospectus. Our historical results are not necessarily indicative of the results to be expected for any other period in the future.

	Year Ended December 31,		Three Months Ended March 31,	
	2017	2018	2018	2019
	(in thousands, except share and per share data)			
<b>Consolidated Statements of Operations</b>				
<b>Data:</b>				
Operating expenses				
Research and development	\$ 24,873	\$ 32,513	\$ 6,643	\$ 11,713
General and administrative	4,562	7,060	1,300	2,518
Total operating expenses	29,435	39,573	7,943	14,231
Operating loss	(29,435)	(39,573)	(7,943)	(14,231)
Interest and other income (expense)				
Other income	1,719	961	213	165
Interest income	152	714	56	545
Interest expense	(14)	(9)	(2)	(2)
Preferred stock warrant liability revaluation	6	(33)	20	(50)
Gain (loss) on disposal of property and equipment	48	(1)	—	(5)
Loss before income tax benefit (expense)	(27,524)	(37,941)	(7,656)	(13,578)
Benefit (expense) from income taxes	(3)	1	—	(1)
Net loss	\$ (27,527)	\$ (37,940)	\$ (7,656)	\$ (13,579)
Net loss per share—basic and diluted	\$ (2.19)	\$ (3.00)	\$ (0.61)	\$ (1.07)
Weighted average shares used to compute net loss per share—basic and diluted				
	12,568,773	12,629,167	12,560,479	12,725,551
Pro forma net loss per share—basic and diluted (unaudited)(1)				
		\$ (0.33)		\$ (0.12)
Weighted average shares used to compute pro forma net loss per share—basic and diluted (unaudited)(1)				
		116,496,883		116,593,267

	March 31, 2019		
	Actual	Pro Forma(1) (in thousands)	Pro Forma as Adjusted(2)
<b>Consolidated Balance Sheet Data:</b>			
Cash, cash equivalents and investments	\$ 100,661	\$ 100,661	\$
Working capital(3)	99,219	99,219	
Total assets	109,126	109,126	
Preferred stock warrant liability	430	—	
Preferred stock	209,668	—	
Total stockholders' equity (deficit)	(105,795)	104,303	

(1) Gives effect to:

- § the automatic conversion of all outstanding shares of our convertible Series A preferred stock, convertible Series B preferred stock and convertible Series C1 preferred stock into 79,884,946 shares of our Class A common stock immediately upon the closing of this offering;
  - § the automatic conversion of all outstanding shares of our convertible Series C2 preferred stock into 23,605,150 shares of our Class B common stock immediately upon the closing of this offering;
  - § the issuance of 377,620 shares of Class A common stock upon the exercise of an outstanding warrant in connection with this offering, with an exercise price of \$0.0001 per share;
  - § the automatic reclassification of warrants to purchase an aggregate of 300,000 shares of our convertible Series A preferred stock, outstanding as of March 31, 2019, into warrants to purchase an equivalent number of shares of our Class A common stock, and the related reclassification of preferred stock warrant liability to stockholders' equity; and
  - § the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, each of which will occur upon the closing of this offering.
- (2) Gives effect to (1) the pro forma items described in footnote (1) above and (2) the issuance and sale of \_\_\_\_\_ shares of Class A common stock in this offering at the assumed initial public offering price of \$ \_\_\_\_\_ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ \_\_\_\_\_ per share would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, working capital (deficit), total assets and total stockholders' deficit by approximately \$ \_\_\_\_\_, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 1.0 million shares in the number of shares offered by us would increase (decrease) each of cash and cash equivalents, working capital (deficit), total assets and total stockholders' deficit by approximately \$ \_\_\_\_\_, assuming the assumed initial public offering price of \$ \_\_\_\_\_ per share remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. The pro forma information discussed above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of our initial public offering determined at pricing.
- (3) Working capital represents the difference between current assets and current liabilities.

## RISK FACTORS

*Investing in our Class A common stock involves a high degree of risk. You should consider and read carefully all of the risks and uncertainties described below, as well as other information included in this prospectus, including our consolidated financial statements and related notes appearing at the end of this prospectus and our "Management's Discussion and Analysis of Financial Conditions and Results of Operations," before making an investment decision. The risks described below are not the only ones facing us. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition or results of operations. In such case, the trading price of our Class A common stock could decline, and you may lose all or part of your original investment. This prospectus also contains forward-looking statements and estimates that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of specific factors, including the risks and uncertainties described below.*

### Risks Related to Our Business

***We are a preclinical stage biopharmaceutical company with a history of losses. We expect to continue to incur significant losses for the foreseeable future and may never achieve or maintain profitability, which could result in a decline in the market value of our Class A common stock.***

We are a preclinical stage biopharmaceutical company with a history of losses. Since our inception, we have devoted substantially all of our resources to research and development, raising capital, building our management team and building our intellectual property portfolio, and we have incurred significant operating losses. As of December 31, 2017, December 31, 2018 and March 31, 2019, we had accumulated deficits of \$58.7 million, \$96.6 million and \$110.2 million, respectively. For the years ended December 31, 2017, 2018 and for the three months ended March 31, 2019, our net losses were \$27.5 million, \$37.9 million and \$13.6 million, respectively. Substantially all of our losses have resulted from expenses incurred in connection with our research and development programs and from general and administrative costs associated with our operations. To date, we have not generated any revenue from product sales, and we have not sought or obtained regulatory approval for any product candidate. Furthermore, we do not expect to generate any revenue from product sales for the foreseeable future, and we expect to continue to incur significant operating losses for the foreseeable future due to the cost of research and development, preclinical studies and clinical trials and the regulatory approval process for our current and potential future product candidates.

We expect our net losses to increase substantially as we enter into clinical development of our lead product candidate, ATRC-101. However, the amount of our future losses is uncertain. Our ability to achieve or sustain profitability, if ever, will depend on, among other things, successfully developing product candidates, obtaining regulatory approvals to market and commercialize product candidates, manufacturing any approved products on commercially reasonable terms, entering into potential future partnerships, establishing a sales and marketing organization or suitable third-party alternatives for any approved product and raising sufficient funds to finance business activities. If we, or our potential future partners, are unable to commercialize one or more of our product candidates, or if sales revenue from any product candidate that receives approval is insufficient, we will not achieve or sustain profitability, which could have a material and adverse effect on our business, financial condition, results of operations and prospects. Any predictions you make about our future success or viability may not be as accurate as they could be if we had a history of successfully developing and commercializing pharmaceutical products.

***ATRC-101 is in preclinical development and has never been tested in a human subject. It may fail in development or suffer delays that materially and adversely affect its commercial viability.***

We have no products on the market or that have gained regulatory approval and ATRC-101, has not entered clinical trials. Other than ATRC-101, we currently have no product candidates. Neither ATRC-101 nor any of our potential future product candidates have ever been tested in humans. Our ability to achieve and sustain profitability depends on obtaining regulatory approvals for and successfully commercializing product candidates, either alone or with partners.

Before obtaining regulatory approval for the commercial distribution of product candidates, we or a partner must conduct extensive preclinical studies, followed by clinical trials to demonstrate the safety and efficacy of our product candidates in humans. In preliminary feedback, the U.S. Food and Drug Administration, or the FDA, has communicated to us that, while it reserves the right to make final determinations upon review of our Investigational New Drug, or IND, application for ATRC-101, it is supportive of our proposed approach, including preclinical safety assessments and overall clinical trial design. However, there can be no guarantee that upon final review of the IND application, the FDA will not require changes. We cannot be certain of the timely completion or outcome of our preclinical studies and cannot predict if the FDA or other regulatory authorities will accept our proposed clinical programs or if the outcome of our preclinical studies will ultimately support the further development of our preclinical programs. As a result, we cannot be sure that we will be able to submit INDs or similar applications for our preclinical programs on the timelines we expect, if at all, and we cannot be sure that submission of INDs or similar applications will result in the FDA or other regulatory authorities allowing clinical trials to begin.

ATRC-101 is in preclinical development, and we are subject to the risks of failure inherent in the development of product candidates based on novel approaches, targets and mechanisms of action. Although we expect to initiate a Phase 1b clinical trial for ATRC-101 in patients with solid tumors in early 2020, there can be no guarantee that we will be able to do so. Accordingly, you should consider our prospects in light of the costs, uncertainties, delays and difficulties frequently encountered by preclinical stage biopharmaceutical companies such as ours.

We may not have the financial resources to continue development of, or to enter into new collaborations for, ATRC-101 or any potential future product candidates. This may be exacerbated if we experience any issues that delay or prevent regulatory approval of, or our ability to commercialize, a product candidate, such as:

- § negative or inconclusive results from our clinical trials or the clinical trials of others for product candidates similar to ours, leading to a decision or requirement to conduct additional preclinical studies or clinical trials or abandon a program;
- § product-related side effects experienced by participants in our clinical trials or by individuals using drugs or therapeutic antibodies similar to ours;
- § delays in submitting IND applications or comparable foreign applications, or delays or failure in obtaining the necessary approvals from regulators to commence a clinical trial, or a suspension or termination of a clinical trial once commenced;
- § conditions imposed by the FDA, or other regulatory authorities regarding the scope or design of our clinical trials;
- § delays in enrolling research subjects in clinical trials;
- § high drop-out rates of research subjects;
- § inadequate supply or quality of product candidate components or materials or other supplies necessary for the conduct of our clinical trials;
- § greater-than-anticipated clinical trial costs;

- § poor effectiveness of our product candidates during clinical trials;
- § unfavorable FDA or other regulatory agency inspection and review of a clinical trial or manufacture site;
- § failure of our third-party contractors or investigators to comply with regulatory requirements or otherwise meet their contractual obligations in a timely manner, or at all;
- § delays and changes in regulatory requirements, policies and guidelines; or
- § the FDA or other regulatory agencies interpreting our data differently than we do.

Further, we and our potential future partners may never receive approval to market and commercialize any product candidate. Even if we or a potential future partner obtains regulatory approval, the approval may be for targets, disease indications or patient populations that are not as broad as we intended or desired or may require labeling that includes significant use or distribution restrictions or safety warnings. We or a potential future partner may be subject to post-marketing testing requirements to maintain regulatory approval.

***If ATRC-101 is ever tested in humans, it may not demonstrate the combination of safety and efficacy necessary to become approvable or commercially viable.***

ATRC-101 has not been tested in humans. We may ultimately discover that ATRC-101 does not possess certain properties that we currently believe are helpful for therapeutic effectiveness and safety. For example, although ATRC-101 has exhibited encouraging results in animal studies, including anti-tumor activity and safety, it may not demonstrate the same properties in humans and may interact with human biological systems in unforeseen, ineffective or harmful ways. As a result, we may never succeed in developing a marketable product based on ATRC-101. If ATRC-101 or any of our potential future product candidates prove to be ineffective, unsafe or commercially unviable, our entire pipeline could have little, if any, value, which could require us to change our focus and approach to antibody discovery and development, which would have a material and adverse effect on our business, financial condition, results of operations and prospects.

***Failure to successfully validate, develop and obtain regulatory approval for companion diagnostics for our product candidates could harm our drug development strategy and operational results.***

As one of the elements of our clinical development approach, we may seek to develop lab-based tests to screen and identify subsets of patients who are more likely to benefit from our product candidates, more commonly referred to as companion diagnostics. To achieve this, we may seek to develop and commercialize such companion diagnostics ourselves or through third-party collaborators. Companion diagnostics are generally developed in conjunction with clinical programs for the associated product and can be helpful in enrolling patients in clinical studies who are more likely to respond to the specific therapeutic being developed. The approval of a companion diagnostic as part of the product label could limit the use of the product candidate to those patients who are more likely to benefit from our product candidate.

Companion diagnostics are subject to regulation by the FDA and other regulatory authorities as medical devices and require separate clearance or approval prior to their commercialization. To date, the FDA has required premarket approval of all companion diagnostics for oncology therapies. We and our third-party collaborators may encounter difficulties in developing and obtaining approval for these companion diagnostics. Any delay or failure by us or third-party collaborators to develop or obtain regulatory approval of a companion diagnostic could delay or prevent approval of our related product candidates. The time and cost associated with developing a companion diagnostic may not prove to have been necessary in order to successfully market the product.

***We may not be successful in our efforts to use and expand our discovery platform to build a pipeline of product candidates.***

A key element of our strategy is to use and expand our discovery platform to build a pipeline of product candidates and progress these product candidates through clinical development for the treatment of various diseases. Although our research and development efforts to date have resulted in our discovery and preclinical development of ATRC-101, ATRC-101 may not be safe or effective as a cancer treatment, and we may not be able to develop any other product candidates. Our discovery platform is evolving and may not reach a state at which building a pipeline of product candidates is possible. Even if we are successful in building our pipeline of product candidates, the potential product candidates that we identify may not be suitable for clinical development or generate acceptable clinical data, including as a result of being shown to have unacceptable toxicity or other characteristics that indicate that they are unlikely to be products that will receive marketing approval from the FDA or other regulatory authorities or achieve market acceptance. If we do not successfully develop and commercialize product candidates, we will not be able to generate product revenue in the future.

***Our approach to developing and identifying our antibodies using our discovery platform is novel and unproven and may not result in marketable products.***

We plan to develop a pipeline of product candidates using our discovery platform. We believe that we may be able to overcome certain key limitations of the current oncology drug discovery paradigm by focusing on an active human anti-tumor immune response that develops over time. However, our scientific research that forms the basis of our efforts to discover product candidates based on our discovery platform is ongoing. Further, the scientific evidence to support the feasibility of developing therapeutic antibodies based on our platform has not been established. We may not be correct in our beliefs about the differentiated nature of our platform to competing technologies, and our platform may not prove to be superior. If our discovery platform is not able to develop approved antibody constructs that are effective at the necessary speed or scale, it could have a material and adverse effect on our business, financial condition, results of operations and prospects.

***The market may not be receptive to our current or potential future product candidates, and we may not generate any revenue from the sale or licensing of our product candidates.***

Even if regulatory approval is obtained for a product candidate, including ATRC-101, we may not generate or sustain revenue from sales of the product. Market acceptance of our current and potential future product candidates will depend on, among other factors:

- § the timing of our receipt of any marketing and commercialization approvals;
- § the terms of any approvals and the countries in which approvals are obtained;
- § the safety and efficacy of our product candidates;
- § the prevalence and severity of any adverse side effects associated with our product candidates;
- § limitations or warnings contained in any labeling approved by the FDA or other regulatory authority;
- § relative convenience and ease of administration of our product candidates;
- § the success of our physician education programs;
- § the availability of coverage and adequate government and third-party payor reimbursement;
- § the pricing of our products, particularly as compared to alternative treatments; and
- § availability of alternative effective treatments for the disease indications our product candidates are intended to treat and the relative risks, benefits and costs of those treatments.

If any product candidate we commercialize fails to achieve market acceptance, it could have a material and adverse effect on our business, financial condition, results of operations and prospects.

***If ATRC-101 or any potential future product candidate begins clinical trials or receives marketing approval and we or others later identify undesirable side effects caused by the product candidate, our ability to market and derive revenue from the product candidate could be compromised.***

Undesirable side effects caused by ATRC-101 or any potential future product candidate could cause regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or other regulatory authorities. While we have not yet initiated clinical trials for ATRC-101 or any potential future product candidate, it is likely that there will be side effects associated with their use. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of these side effects. In such an event, our trials could be suspended or terminated and the FDA or other regulatory authorities could order us to cease further development of or deny approval of a product candidate for any or all targeted indications. Such side effects could also affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. Any of these occurrences may materially and adversely affect our business and financial condition and impair our ability to generate revenues.

Further, clinical trials by their nature utilize a sample of the potential patient population. With a limited number of patients and limited duration of exposure, rare and severe side effects of a product candidate may only be uncovered when a significantly larger number of patients are exposed to the product candidate or when patients are exposed for a longer period of time.

In the event that any of our current or potential future product candidates receive regulatory approval and we or others identify undesirable side effects caused by one of these products, any of the following adverse events could occur, which could result in the loss of significant revenue to us and materially and adversely affect our results of operations and business:

- § regulatory authorities may withdraw their approval of the product or seize the product;
- § we may be required to recall the product or change the way the product is administered to patients;
- § additional restrictions may be imposed on the marketing of the particular product or the manufacturing processes for the product or any component thereof;
- § we may be subject to fines, injunctions or the imposition of civil or criminal penalties;
- § regulatory authorities may require the addition of labeling statements, such as a "black box" warning or a contraindication;
- § we may be required to create a Medication Guide outlining the risks of such side effects for distribution to patients;
- § we could be sued and held liable for harm caused to patients;
- § the product may become less competitive; and
- § our reputation may suffer.

***Even if we consummate this offering, we will need substantial additional funds to advance development of product candidates and our discovery platform, and we cannot guarantee that we will have sufficient funds available in the future to develop and commercialize our current or potential future product candidates.***

The development of biopharmaceutical product candidates is capital-intensive. If ATRC-101 or potential future product candidates enter and advance through preclinical studies and clinical trials, we will need substantial additional funds to expand our development, regulatory, manufacturing,

marketing and sales capabilities. We have used substantial funds to develop our discovery platform and ATRC-101 and will require significant funds to continue to develop our discovery platform and conduct further research and development, including preclinical studies and clinical trials of ATRC-101 and additional potential future product candidates, to seek regulatory approvals for ATRC-101 and potential future product candidates and to manufacture and market products, if any, that are approved for commercial sale. In addition, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company.

As of March 31, 2019, we had \$100.7 million in cash, cash equivalents, and investments. Based on our current operating plan, we believe that our cash and cash equivalents as of March 31, 2019, together with the estimated net proceeds from this offering, will be sufficient to fund our operations through . Our future capital requirements and the period for which we expect our existing resources to support our operations may vary significantly from what we expect. Our monthly spending levels vary based on new and ongoing research and development and other corporate activities. Because the length of time and activities associated with successful research and development of product candidates is highly uncertain, we are unable to estimate the actual funds we will require for development and any approved marketing and commercialization activities. The timing and amount of our operating expenditures will depend largely on:

- § the timing and progress of preclinical and clinical development activities;
- § the timing and progress of our development of our discovery platform;
- § the price and pricing structure that we are able to obtain from our third-party contract manufacturers to manufacture our preclinical study and clinical trial materials and supplies;
- § the number and scope of preclinical and clinical programs we decide to pursue;
- § our ability to maintain our current licenses and research and development programs and to establish new collaborations;
- § the progress of the development efforts of parties with whom we may in the future enter into collaboration and research and development agreements;
- § the costs involved in obtaining, maintaining, enforcing and defending patents and other intellectual property rights;
- § the cost and timing of regulatory approvals; and
- § our efforts to enhance operational systems, secure sufficient laboratory space and hire additional personnel, including personnel to support development of our product candidates and satisfy our obligations as a public company.

To date, we have primarily financed our operations through the sale of equity securities and payments and other income received under discovery services agreements not related to our primary business. We may seek to raise any necessary additional capital through a combination of public or private equity offerings, debt financings, collaborations, strategic alliances, licensing arrangements and other marketing and distribution arrangements. We cannot assure you that we will be successful in acquiring additional funding at levels sufficient to fund our operations or on terms favorable to us. If we are unable to obtain adequate financing when needed, we may have to delay, reduce the scope of or suspend one or more of our preclinical studies, clinical trials, research and development programs or commercialization efforts. Because of the numerous risks and uncertainties associated with the development and commercialization of our current and potential future product candidates and the extent to which we may enter into collaborations with third parties to participate in their development and commercialization, we are unable to estimate the amounts of increased capital outlays and operating expenditures associated with our current and anticipated preclinical studies and clinical trials. To the extent that we raise additional capital through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our current and potential future product candidates, future revenue



streams or research programs or to grant licenses on terms that may not be favorable to us. If we do raise additional capital through public or private equity or convertible debt offerings, the ownership interest of our existing stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect our stockholders' rights. If we raise additional capital through debt financing, we may be subject to covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends.

We do not expect to realize revenue from product sales or royalties from licensed products in the foreseeable future, if at all, and unless and until our current and potential future product candidates are clinically tested, approved for commercialization and successfully marketed.

***We may expend our limited resources to pursue a particular product candidate and fail to capitalize on product candidates that may be more profitable or for which there is a greater likelihood of success.***

Because we have limited financial and managerial resources, we intend to focus our efforts on specific research and development programs, including clinical development of ATRC-101. As a result, we may forgo or delay pursuit of other opportunities, including with potential future product candidates that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future research and development programs and product candidates for specific indications may not yield any commercially viable product candidates. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through partnership, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate.

***We have obtained rights to use human samples in furtherance of our research and development of our current and potential future product candidates. However, if we fail to obtain appropriate consent or exceed the scope of the permission to use these samples, we may become liable for monetary damages for, obligated to pay continuing royalties for or required to cease usage of the samples.***

We begin our discovery process by gathering samples from patients. While we attempt to ensure that we, our study site partners or other providers have obtained these samples with informed consent and all necessary permissions, there is a risk that one or more patients or their representatives may assert that we have either failed to obtain informed consent or exceeded the scope of permission to use the patient's sample. We cannot guarantee that we would succeed in establishing that we had informed consent or appropriate permission, if a patient or patient representative contested the matter. In such circumstances, we could be required to pay monetary damages, to pay a continuing royalty on any products created or invented by analyzing the patient's sample or even to cease using the sample and any and all materials derived from or created through analysis of the sample, any of which could result in a change to our business plan and materially harm our business, financial condition, results of operations and prospects.

***We may not be able to enter into strategic transactions on acceptable terms, if at all, which could adversely affect our ability to develop and commercialize current and potential future product candidates, impact our cash position, increase our expense, and present significant distractions to our management.***

From time to time, we may consider strategic transactions, such as collaborations, acquisitions of companies, asset purchases, joint ventures and out- or in-licensing of product candidates or technologies. For example, we will evaluate and, if strategically attractive, seek to enter into

collaborations, including with biotechnology or biopharmaceutical companies or hospitals. The competition for partners is intense, and the negotiation process is time-consuming and complex. If we are not able to enter into strategic transactions, we may not have access to required liquidity or expertise to further develop our potential future product candidates or our discovery platform. Any such collaboration, or other strategic transaction, may require us to incur non-recurring or other charges, increase our near- and long-term expenditures and pose significant integration or implementation challenges or disrupt our management or business. We may acquire additional technologies and assets, form strategic alliances or create joint ventures with third parties that we believe will complement or augment our existing business, but we may not be able to realize the benefit of acquiring such assets. Conversely, any new collaboration that we do enter into may be on terms that are not optimal for us. These transactions would entail numerous operational and financial risks, including:

- § exposure to unknown liabilities;
- § disruption of our business and diversion of our management's time and attention in order to manage a collaboration or develop acquired products, product candidates or technologies;
- § incurrence of substantial debt or dilutive issuances of equity securities to pay transaction consideration or costs;
- § higher-than-expected collaboration, acquisition or integration costs, write-downs of assets or goodwill or impairment charges, increased amortization expenses;
- § difficulty and cost in facilitating the collaboration or combining the operations and personnel of any acquired business;
- § impairment of relationships with key suppliers, manufacturers or customers of any acquired business due to changes in management and ownership; and
- § the inability to retain key employees of any acquired business.

Accordingly, although there can be no assurance that we will undertake or successfully complete any transactions of the nature described above, any transactions that we do complete may be subject to the foregoing or other risks and our business could be materially harmed by such transactions. Conversely, any failure to enter any collaboration or other strategic transaction that would be beneficial to us could delay the development and potential commercialization of our product candidates and have a negative impact on the competitiveness of any product candidate that reaches market.

In addition, to the extent that any of our future partners were to terminate a collaboration agreement, we may be forced to independently develop our current and future product candidates, including funding preclinical studies or clinical trials, assuming marketing and distribution costs and maintaining, enforcing and defending intellectual property rights, or, in certain instances, abandon product candidates altogether, any of which could result in a change to our business plan and materially harm our business, financial condition, results of operations and prospects.

***If third parties on which we intend to rely to conduct certain preclinical studies, or any future clinical trials, do not perform as contractually required, fail to satisfy regulatory or legal requirements or miss expected deadlines, our development program could be delayed with material and adverse impacts on our business and financial condition.***

We intend to rely on third-party clinical investigators, contract research organizations, or CROs, clinical data management organizations and consultants to design, conduct, supervise and monitor certain preclinical studies and any clinical trials. Because we intend to rely on these third parties and will not have the ability to conduct certain preclinical studies or clinical trials independently, we will have less control over the timing, quality and other aspects of such preclinical studies and clinical trials than we would have had we conducted them on our own. These investigators, CROs and

consultants will not be our employees and we will have limited control over the amount of time and resources that they dedicate to our programs. These third parties may have contractual relationships with other entities, some of which may be our competitors, which may draw time and resources from our programs. The third parties with which we may contract might not be diligent, careful or timely in conducting our preclinical studies or clinical trials, resulting in the preclinical studies or clinical trials being delayed or unsuccessful.

If we cannot contract with acceptable third parties on commercially reasonable terms, or at all, or if these third parties do not carry out their contractual duties, satisfy legal and regulatory requirements for the conduct of preclinical studies or clinical trials or meet expected deadlines, our clinical development programs could be delayed and otherwise adversely affected. In all events, we will be responsible for ensuring that each of our preclinical studies and clinical trials are conducted in accordance with the general investigational plan and protocols for the trial. The FDA may require preclinical studies to be conducted in accordance with good laboratory practices and clinical trials to be conducted in accordance with good clinical practices, including for designing, conducting, recording and reporting the results of preclinical studies and clinical trials to ensure that data and reported results are credible and accurate and that the rights, integrity and confidentiality of clinical trial participants are protected. Our reliance on third parties that we do not control will not relieve us of these responsibilities and requirements. Any adverse development or delay in our clinical trials could have a material and adverse impact on our commercial prospects and may impair our ability to generate revenue.

***Clinical trials are expensive, time-consuming and difficult to design and implement.***

Human clinical trials are expensive and difficult to design and implement, in part because they are subject to rigorous regulatory requirements. Because our current and potential future product candidates are based on new technologies and discovery approaches, we expect that they will require extensive research and development and have substantial manufacturing and processing costs. In addition, costs to treat patients and to treat potential side effects that may result from our product candidates may be significant. Accordingly, our clinical trial costs are likely to be high and could have a material and adverse effect on our business, financial condition, results of operations and prospects.

***If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.***

We may not be able to initiate or continue clinical trials for our current or potential future product candidates if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA or other regulatory authorities. In particular, we are preparing to advance ATRC-101 into a Phase 1b clinical trial in patients with a limited number of tumor types. We cannot predict how difficult it will be to enroll patients for trials in these indications. We may experience difficulties in patient enrollment in our clinical trials for a variety of reasons. The enrollment of patients depends on many factors, including:

- § the severity of the disease under investigation;
- § the patient eligibility criteria defined in the clinical trial protocol;
- § the size of the patient population required for analysis of the trial's primary endpoints;
- § the proximity and availability of clinical trial sites for prospective patients;
- § the patient referral practices of physicians;
- § our ability to recruit clinical trial investigators with the appropriate competencies and experience;

- § clinicians' and patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new drugs that may be approved for the indications we are investigating;
- § our ability to obtain and maintain patient consents; and
- § the risk that patients enrolled in clinical trials will drop out of the trials before completion.

In addition, our future clinical trials will compete with other clinical trials for product candidates that are in the same therapeutic areas as our product candidates, and this competition will reduce the number and types of patients available to us, because some patients who might have opted to enroll in our trials may instead opt to enroll in a trial being conducted by one of our competitors. Since the number of qualified clinical investigators is limited, we expect to conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials at such clinical trial sites. Additionally, because some of our clinical trials will be in patients with advanced solid tumors, the patients are typically in the late stages of the disease and may experience disease progression or adverse events independent from our product candidates, making them unevaluable for purposes of the trial and requiring additional enrollment. Delays in patient enrollment may result in increased costs or may affect the timing or outcome of the planned clinical trials, which could prevent completion of these trials and adversely affect our ability to advance the development of our product candidates.

***We may not be able to conduct, or contract others to conduct, animal testing in the future, which could harm our research and development activities.***

Certain laws and regulations relating to drug development require us to test our product candidates on animals before initiating clinical trials involving humans. Animal testing activities have been the subject of controversy and adverse publicity. Animal rights groups and other organizations and individuals have attempted to stop animal testing activities by pressing for legislation and regulation in these areas and by disrupting these activities through protests and other means. To the extent the activities of these groups are successful, our research and development activities may be interrupted or delayed.

***Because we may rely on third parties for manufacturing and supply of our product candidates, some of which are or may be sole source vendors, for preclinical and clinical development materials and commercial supplies, our supply may become limited or interrupted or may not be of satisfactory quantity or quality.***

We currently rely on third-party contract manufacturers for our preclinical and future clinical trial product materials and supplies. We do not produce any meaningful quantity of our product candidates for preclinical and clinical development, and we do not currently own manufacturing facilities for producing such supplies. Furthermore, some of our manufacturers represent our sole source of supplies of preclinical and future clinical development materials, including our source for the manufacture of ATRC-101. We cannot assure you that our preclinical or future clinical development product supplies and commercial supplies will not be limited or interrupted, especially with respect to our sole source third-party manufacturing and supply partners, or will be of satisfactory quality or continue to be available at acceptable prices. In particular, any replacement of our manufacturers could require significant effort and expertise because there may be a limited number of qualified replacements. For our current and future sole source third-party manufacturing and supply partners, we may be unable to negotiate binding agreements with them or find replacement manufacturers to support our preclinical and future clinical activities at commercially reasonable terms in the event that their services to us becomes interrupted for any reason. We do not currently have arrangements in place for a redundant or second-source supply for our sole source vendors in the event they cease to provide their products or services to us or do not timely provide sufficient quantities to us. Establishing additional or replacement sole source vendors, if

required, may not be accomplished quickly. Any delays resulting from manufacturing or supply interruptions associated with our reliance on third-party manufacturing and supply partners, including those that are sole source, could impede, delay, limit or prevent our drug development efforts, which could harm our business, result of operations, financial condition and prospects.

The manufacturing process for a product candidate is subject to FDA and other regulatory authority review. Suppliers and manufacturers must meet applicable manufacturing requirements and undergo rigorous facility and process validation tests required by regulatory authorities in order to comply with regulatory standards, such as current Good Manufacturing Practices, or cGMP. In the event that any of our manufacturers fails to comply with such requirements or to perform its obligations to us in relation to quality, timing or otherwise, or if our supply of components or other materials becomes limited or interrupted for other reasons, we may be forced to manufacture the materials ourselves, for which we currently do not have the capabilities or resources, or enter into an agreement with another third party, which we may not be able to do on reasonable terms, or at all. In some cases, the technical skills or technology required to manufacture our current and future product candidates may be unique or proprietary to the original manufacturer and we may have difficulty transferring such skills or technology to another third party and a feasible alternative may not exist. These factors would increase our reliance on such manufacturer or require us to obtain a license from such manufacturer in order to have another third party manufacture our product candidates. 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 quality standards and with all applicable regulations and guidelines. 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.

We also expect to rely on third-party manufacturers if we receive regulatory approval for any product candidate. We have existing, and may enter into future, manufacturing arrangements with third parties. We will depend on these third parties to perform their obligations in a timely manner consistent with contractual and regulatory requirements, including those related to quality control and assurance. If we are unable to obtain or maintain third-party manufacturing for any product candidate, or to do so on commercially reasonable terms, we may not be able to develop and commercialize our product candidates successfully. Our or a third party's failure to execute on our manufacturing requirements and comply with cGMP could adversely affect our business in a number of ways, including:

- § an inability to initiate or continue clinical trials of product candidates under development;
- § delay in submitting regulatory applications, or receiving regulatory approvals, for product candidates;
- § loss of the cooperation of a potential future partner;
- § subjecting third-party manufacturing facilities or our potential future manufacturing facilities to additional inspections by regulatory authorities;
- § requirements to cease distribution or to recall batches of product candidates; and
- § in the event of approval to market and commercialize a product candidate, an inability to meet commercial demands for our products.

***Our third-party manufacturers may be unable to successfully scale manufacturing of ATRC-101 or potential future product candidates in sufficient quality and quantity, which would delay or prevent us from developing product candidates and commercializing approved products, if any.***

In order to conduct clinical trials for ATRC-101 as well as any potential future product candidates, we will need to manufacture large quantities of these product candidates. We may continue to and currently expect to use third parties for our manufacturing needs. Our manufacturing partners may be unable to successfully increase the manufacturing capacity for any current or potential future product candidate in a timely or cost-effective manner, or at all. In addition, quality issues may arise during scale-up activities. If our manufacturing partners are unable to successfully scale the manufacture of any current or potential future product candidate in sufficient quality and quantity, the development, testing and clinical trials of that product candidate may be delayed or infeasible, and regulatory approval or commercial launch of any potential resulting product may be delayed or not obtained, which could significantly harm our business.

***If the market opportunities for our current and potential future product candidates, including ATRC-101, are smaller than we believe they are, our future product revenues may be adversely affected and our business may suffer.***

Our understanding of the number of people who suffer from certain types of cancers and tumors that may be able to be treated with antibodies that have been and may in the future be identified by our discovery platform, including ATRC-101, is based on estimates. These estimates may prove to be incorrect, and new studies may reduce the estimated incidence or prevalence of these diseases. The number of patients in the United States or elsewhere may turn out to be lower than expected, may not be otherwise amenable to treatment with our current or potential future product candidates or patients may become increasingly difficult to identify and access, all of which would adversely affect our business prospects and financial condition. In particular, the treatable population for ATRC-101 may further be reduced if our estimates of addressable populations are erroneous or sub-populations of patients do not derive benefit from ATRC-101.

Further, there are several factors that could contribute to making the actual number of patients who receive our current or potential future product candidates less than the potentially addressable market. These include the lack of widespread availability of, and limited reimbursement for, new therapies in many underdeveloped markets.

***We face competition from entities that have developed or may develop product candidates for the treatment of the diseases that we may target, including companies developing novel treatments and technology platforms. If these companies develop technologies or product candidates more rapidly than we do, or if their technologies or product candidates are more effective, our ability to develop and successfully commercialize product candidates may be adversely affected.***

The development and commercialization of drugs and therapeutic biologics is highly competitive. We compete with a variety of large pharmaceutical companies, multinational biopharmaceutical companies, other biopharmaceutical companies and specialized biotechnology companies, as well as technology being developed at universities and other research institutions. Our competitors are often larger and better funded than we are. Our competitors have developed, are developing or will develop product candidates and processes competitive with ours. Competitive therapeutic treatments include those that have already been approved and accepted by the medical community and any new treatments that are currently in development or that enter the market. We believe that a significant number of products are currently under development, and may become commercially

available in the future, for the treatment of conditions for which we may try to develop product candidates. There is intense and rapidly evolving competition in the biotechnology, biopharmaceutical and antibody and immuno-oncology fields. We believe that while our discovery platform, its associated intellectual property, the characteristics of ATRC-101 and potential future product candidates and our scientific and technical know-how together give us a competitive advantage in this space, competition from many sources remains.

We are aware of a number of companies that are developing antibodies for the treatment of cancer. Many of these companies are well-capitalized and, in contrast to us, have significant clinical experience, and may include our future partners. In addition, these companies compete with us in recruiting scientific and managerial talent. Our success will partially depend on our ability to obtain, maintain, enforce and defend patents and other intellectual property rights with respect to antibodies that are safer and more effective than competing products. Our commercial opportunity and success will be reduced or eliminated if competing products that are safer, more effective, or less expensive than the antibodies we develop are or become available.

We expect to compete with antibody, biologics and other therapeutic platforms and development companies, including, but not limited to, companies such as Adaptive Biotechnologies Corporation, AIMM Therapeutics B.V., Neurimmune Holding AG, OncoReponse, Inc., and Vir Biotechnology, Inc. In addition, we expect to compete with large, multinational pharmaceutical companies that discover, develop and commercialize antibodies and other therapeutics for use in treating cancer such as AstraZeneca plc, Bristol-Myers Squibb Company, Genentech, Inc. and Merck & Co., Inc. If ATRC-101 or potential future product candidates are eventually approved, they will compete with a range of treatments that are either in development or currently marketed. For example, we expect that ATRC-101 and our potential future product candidates may compete against traditional cancer therapies, such as chemotherapy, as well as cell-based treatments for cancer, such as CAR-T therapies.

Many of our competitors have significantly greater financial, technical, manufacturing, marketing, sales and supply resources or experience than we do. If we successfully obtain approval for any product candidate, we will face competition based on many different factors, including the safety and effectiveness of our products, the ease with which our products can be administered, the timing and scope of regulatory approvals for these products, the availability and cost of manufacturing, marketing and sales capabilities, price, reimbursement coverage and patent position. Competing products could present superior treatment alternatives, including by being more effective, safer, less expensive or marketed and sold more effectively than any products we may develop. Competitive products may make any product we develop obsolete or noncompetitive before we recover the expense of developing and commercializing such product. Such competitors could also recruit our employees, which could negatively impact our level of expertise and our ability to execute our business plan.

***Any inability to attract and retain qualified key management, technical personnel and employees would impair our ability to implement our business plan.***

Our success largely depends on the continued service of key management, advisors and other specialized personnel, including John A. Orwin, our president and chief executive officer, and Tito A. Serafini, our chief strategy officer and founder. We have a written employment agreement with each of Mr. Orwin and Dr. Serafini. The loss of one or more members of our executive team, management team or other key employees or advisors could delay our research and development programs and have a material and adverse effect on our business, financial condition, results of operations and prospects.

The relationships that our key managers have cultivated within our industry make us particularly dependent upon their continued employment with us. We are dependent on the continued service of our technical personnel because of the highly technical nature of our product candidates and technologies and the specialized nature of the regulatory approval process. Because our management team and key employees are not obligated to provide us with continued service, they could terminate their employment with us at any time without penalty. Our future success will depend in large part on our continued ability to attract and retain other highly qualified scientific, technical and management personnel, as well as personnel with expertise in clinical testing, manufacturing, governmental regulation and commercialization. We face competition for personnel from other companies, universities, public and private research institutions, government entities and other organizations.

As of March 31, 2019, we had 85 full-time employees. Our focus on the development of ATRC-101 and potential future product candidates will require adequate staffing. We may need to hire and retain new employees to execute our future clinical development and manufacturing plans. We cannot provide assurance that we will be able to hire or retain adequate staffing levels to develop our current and potential future product candidates or run our operations or to accomplish all of our objectives.

***We may experience difficulties in managing our growth and expanding our operations.***

We have limited experience in product development and have not begun clinical trials for any product candidate. As our current and potential future product candidates enter and advance through preclinical studies and any clinical trials, we will need to expand our development, regulatory and manufacturing capabilities or contract with other organizations to provide these capabilities for us. We may also experience difficulties in the discovery and development of new potential future product candidates using our discovery platform if we are unable to meet demand as we grow our operations. In the future, we also expect to have to manage additional relationships with collaborators, suppliers and other organizations. Our ability to manage our operations and future growth will require us to continue to improve our operational, financial and management controls, reporting systems and procedures and secure adequate facilities for our operational needs. We may not be able to implement improvements to our management information and control systems in an efficient or timely manner and may discover deficiencies in existing systems and controls.

***If any of our product candidates is approved for marketing and commercialization in the future and we are unable to develop sales, marketing and distribution capabilities on our own or enter into agreements with third parties to perform these functions on acceptable terms, we will be unable to successfully commercialize any such future products.***

We currently have no sales, marketing or distribution capabilities or experience. We will need to develop internal sales, marketing and distribution capabilities to commercialize each current and potential future product candidate that gains FDA approval, which would be expensive and time-consuming, or enter into partnerships with third parties to perform these services. If we decide to market any approved products directly, we will need to commit significant financial and managerial resources to develop a marketing and sales force with technical expertise and supporting distribution, administration and compliance capabilities. If we rely on third parties with such capabilities to market any approved products or decide to co-promote products with partners, we will need to establish and maintain marketing and distribution arrangements with third parties, and there can be no assurance that we will be able to enter into such arrangements on acceptable terms or at all. In entering into third-party marketing or distribution arrangements, any revenue we receive will depend upon the efforts of the third parties and we cannot assure you that such third parties will establish adequate sales and distribution capabilities or be successful in gaining market acceptance.



for any approved product. If we are not successful in commercializing any product approved in the future, either on our own or through third parties, our business and results of operations could be materially and adversely affected.

***Our future growth may depend, in part, on our ability to operate in foreign markets, where we would be subject to additional regulatory burdens and other risks and uncertainties.***

Our future growth may depend, in part, on our ability to develop and commercialize product candidates in foreign markets for which we may rely on partnership with third parties. We will not be permitted to market or promote any product candidate before we receive regulatory approval from the applicable regulatory authority in a foreign market, and we may never receive such regulatory approval for any product candidate. To obtain separate regulatory approval in foreign countries, we generally must comply with numerous and varying regulatory requirements of such countries regarding safety and efficacy and governing, among other things, clinical trials and commercial sales, pricing and distribution of a product candidate, and we cannot predict success in these jurisdictions. If we obtain approval of any of our current or potential future product candidates and ultimately commercialize any such product candidate in foreign markets, we would be subject to risks and uncertainties, including the burden of complying with complex and changing foreign regulatory, tax, accounting and legal requirements and the reduced protection of intellectual property rights in some foreign countries.

***Price controls imposed in foreign markets may adversely affect our future profitability.***

In some countries, particularly member states of the European Union, the pricing of prescription drugs is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after receipt of marketing approval for a product. In addition, there can be considerable pressure exerted by governments and other stakeholders on prices and reimbursement levels, including as part of cost-containment measures. Political, economic and regulatory developments, in the United States or internationally, may further complicate pricing negotiations, and pricing negotiations may continue after reimbursement has been obtained. Reference pricing used by various European Union member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. In some countries, we or future partners may be required to conduct clinical trials or other studies that compare the cost-effectiveness of a product candidate to other available therapies in order to obtain or maintain reimbursement or pricing approval. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries. If reimbursement of any current or potential future product candidate that is approved for marketing in the future is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our business and results of operations or prospects could be materially and adversely affected and our ability to commercialize such product candidate could be materially impaired.

***Our business entails a significant risk of product liability, and our inability to obtain sufficient insurance coverage could have a material and adverse effect on our business, financial condition, results of operations and prospects.***

As we move into conducting clinical trials of ATRC-101 or potential future product candidates, we will be exposed to significant product liability risks inherent in the development, testing, manufacturing and marketing of antibody treatments. Product liability claims could delay or prevent completion of our development programs. If we succeed in marketing products, such claims could result in an FDA investigation of the safety and effectiveness of our products, our manufacturing processes and facilities or our marketing programs and potentially a recall of our products or more

serious enforcement action, limitations on the approved indications for which they may be used or suspension or withdrawal of approvals. Regardless of the merits or eventual outcome, liability claims may also result in decreased demand for our products, injury to our reputation, costs to defend the related litigation, a diversion of management's time and our resources, substantial monetary awards to trial participants or patients and a decline in our stock price. Any insurance we have or may obtain may not provide sufficient coverage against potential liabilities. Furthermore, clinical trial and product liability insurance is becoming increasingly expensive. As a result, our partners or we may be unable to obtain sufficient insurance at a reasonable cost to protect us against losses caused by product liability claims that could have a material and adverse effect on our business, financial condition, results of operations and prospects.

***Our employees, principal investigators, consultants and commercial partners may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.***

We are exposed to the risk of fraud or other misconduct by our employees, principal investigators, consultants and commercial partners. Misconduct by employees could include intentional failures to comply with FDA regulations, provide accurate information to the FDA, comply with manufacturing standards we may establish, comply with federal and state healthcare fraud and abuse laws and regulations, report financial information or data accurately or disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Such misconduct could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. For example, individuals conducting the non-interventional clinical studies that we sponsor through which we obtain antibodies for development into potential antibody-based therapeutics may violate applicable laws and regulations regarding patients' personal data. It is not always possible to identify and deter misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a material and adverse effect on our business and financial condition, including the imposition of significant criminal, civil, and administrative fines or other sanctions, such as monetary penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government-funded healthcare programs, such as Medicare and Medicaid, integrity obligations, reputational harm and the curtailment or restructuring of our operations.

***Failure to comply with health and data protection laws and regulations could lead to government enforcement actions (which could include civil or criminal penalties), private litigation or adverse publicity and could negatively affect our operating results and business.***

We and our current and potential collaborators may be subject to federal, state and foreign data protection laws and regulations (*i.e.*, laws and regulations that address privacy and data security). In the United States, numerous federal and state laws and regulations, including federal health information privacy laws (*e.g.*, the Health Insurance Portability and Accountability Act, or HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH), state data breach notification laws, state health information privacy laws and federal and state consumer protection laws (*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 collaborators. 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 the HIPAA, as amended by HITECH, or other privacy and data security laws. 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.

International data protection laws, including Regulation 2016/679, known as the General Data Protection Regulation (GDPR) may also apply to health-related and other personal information obtained outside of the United States. The GDPR went into effect on May 25, 2018. The GDPR introduced new data protection requirements in the European Union, as well as potential fines for noncompliant companies of up to the greater of €20 million or 4% of annual global revenue. The regulation imposes numerous new requirements for the collection, use and disclosure of personal information, including more stringent requirements relating to consent and the information that must be shared with data subjects about how their personal information is used, the obligation to notify regulators and affected individuals of personal data breaches, extensive new internal privacy governance obligations and obligations to honor expanded rights of individuals in relation to their personal information (e.g., the right to access, correct and delete their data). In addition, the GDPR includes restrictions on cross-border data transfers. The GDPR will increase our responsibility and liability in relation to personal data that we process where such processing is subject to the GDPR, and we may be required to put in place additional mechanisms to ensure compliance with the GDPR, including as implemented by individual countries. Further, the United Kingdom's vote in favor of exiting the EU, often referred to as Brexit, has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, it is unclear how data transfers to and from the United Kingdom will be regulated.

In addition, California recently enacted the California Consumer Privacy Act (CCPA), which creates new individual privacy rights for California consumers (as defined in the law) and places increased privacy and security obligations on entities handling personal data of consumers or households. The CCPA will require covered companies to provide new disclosure to consumers about such companies' data collection, use and sharing practices, provide such consumers new ways to opt-out of certain sales or transfers of personal information, and provide consumers with additional causes of action. The CCPA goes into effect on January 1, 2020, and the California Attorney General may bring enforcement actions for violations beginning July 1, 2020. The CCPA was amended on September 23, 2018, and it remains unclear what, if any, further modifications will be made to this legislation or how it will be interpreted. As currently written, the CCPA may impact our business activities and exemplifies the vulnerability of our business to the evolving regulatory environment related to personal data and protected health information.

Compliance with U.S. and international data protection laws and regulations could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. Failure to comply with U.S. and international data protection laws and regulations could result in government enforcement actions (which could include civil or criminal penalties), private litigation or adverse publicity and could negatively affect our operating results and business. Moreover, clinical trial subjects about whom we or our potential collaborators obtain information, as well as the providers who share this information with us, may contractually limit our ability to use and disclose the information. Claims that we have violated individuals' privacy rights, failed to comply with data protection laws, or breached our contractual obligations, even if we are not found liable, could be expensive and time consuming to defend and could result in adverse publicity that could harm our business.

***If we experience security or data privacy breaches or other unauthorized or improper access to, use of, or destruction of our proprietary or confidential data, employee data or personal data, we may face costs, significant liabilities, harm to our brand and business disruption.***

In connection with our discovery platform and efforts, we may collect and use a variety of personal data, such as name, mailing address, email addresses, phone number and clinical trial information. Although we have extensive measures in place to prevent the sharing and loss of patient data in our sample collection process associated with our discovery platform, any failure to prevent or mitigate security breaches or improper access to, use of, or disclosure of our clinical data or patients' personal data could result in significant liability under state (e.g., state breach notification laws), federal (e.g., HIPAA, as amended by HITECH), and international law (e.g., the GDPR). Any failure to prevent or mitigate security breaches or improper access to, use of, or disclosure of our clinical data or patients' personal data may cause a material adverse impact to our reputation, affect our ability to conduct new studies and potentially disrupt our business. We may also rely on third-party service providers to host or otherwise process some of our data and that of users, and any failure by such third party to prevent or mitigate security breaches or improper access to or disclosure of such information could have similarly adverse consequences for us. If we are unable to prevent or mitigate the impact of such security or data privacy breaches, we could be exposed to litigation and governmental investigations, which could lead to a potential disruption to our business.

***We depend on sophisticated information technology systems to operate our business and a cyber-attack or other breach of these systems could have a material adverse effect on our business.***

We rely on information technology systems that we or our third-party vendors operate to process, transmit and store electronic information in our day-to-day operations. The size and complexity of our information technology systems makes them vulnerable to a cyber-attack, malicious intrusion, breakdown, destruction, loss of data privacy or other significant disruption. A successful attack could result in the theft or destruction of intellectual property, data, or other misappropriation of assets, or otherwise compromise our confidential or proprietary information and disrupt our operations. Cyber-attacks are becoming more sophisticated and frequent. We have invested in our systems and the protection and recoverability of our data to reduce the risk of an intrusion or interruption, and we monitor and test our systems on an ongoing basis for any current or potential threats. There can be no assurance that these measures and efforts will prevent future interruptions or breakdowns. If we or our third-party vendors fail to maintain or protect our information technology systems and data integrity effectively or fail to anticipate, plan for or manage significant disruptions to these systems, we or our third-party vendors could have difficulty preventing, detecting and controlling such cyber-attacks and any such attacks could result in losses described above as well as disputes with physicians, patients and our partners, regulatory sanctions or penalties, increases in operating expenses, expenses or lost revenues or other adverse consequences, any of which could have a material adverse effect on our business, results of operations, financial condition, prospects and cash flows.

***Our information technology systems could face serious disruptions that could adversely affect our business.***

Our information technology and other internal infrastructure systems, including corporate firewalls, servers, leased lines and connection to the internet, face the risk of systemic failure that could disrupt our operations. A significant disruption in the availability of our information technology and other internal infrastructure systems could cause interruptions and delays in our research and development work.

***If we do not comply with laws regulating the protection of the environment and health and human safety, our business could be adversely affected.***

Our research, development and manufacturing involves the use of hazardous materials and various chemicals. We maintain quantities of various flammable and toxic chemicals in our facilities that are required for our research, development and manufacturing activities. We are subject to federal, state and local laws and regulations governing the use, manufacture, storage, handling and disposal of these hazardous materials. We believe our procedures for storing, handling and disposing of these materials in our facilities comply with the relevant guidelines of the state of California and the Occupational Safety and Health Administration of the U.S. Department of Labor. Although we believe that our safety procedures for handling and disposing of these materials comply with the standards mandated by applicable regulations, the risk of accidental contamination or injury from these materials cannot be eliminated. If an accident occurs, we could be held liable for resulting damages, which could be substantial. We are also subject to numerous environmental, health and workplace safety laws and regulations, including those governing laboratory procedures, exposure to blood-borne pathogens and the handling of animals and biohazardous materials. Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of these materials, this insurance may not provide adequate coverage against potential liabilities. Although we have some environmental liability insurance covering certain of our facilities, we may not maintain adequate insurance for all environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of biological or hazardous materials. Additional federal, state and local laws and regulations affecting our operations may be adopted in the future. We may incur substantial costs to comply with, and substantial fines or penalties if we violate, any of these laws or regulations.

***Our current operations are concentrated in one location, and we or the third parties upon whom we depend may be adversely affected by natural or other disasters and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster.***

Our current operations are concentrated in the San Francisco Bay Area. Any unplanned event, such as flood, fire, explosion, extreme weather condition, medical epidemics, power shortage, telecommunication failure or other natural or manmade accidents or incidents that result in us being unable to fully utilize our facilities or the manufacturing facilities of our third-party contract manufacturers, or lose our repository of blood-based and other valuable laboratory samples, may have a material and adverse effect on our ability to operate our business, particularly on a daily basis, and have significant negative consequences on our financial and operating conditions. Loss of access to these facilities may result in increased costs, delays in the development of our product candidates or interruption of our business operations. Natural disasters such as earthquakes or wildfires, both of which are prevalent in Northern California, floods or tsunamis could further disrupt our operations, and have a material negative impact on our business, financial condition, results of operations and prospects. If a natural disaster, power outage or other event occurred that prevented us from using all or a significant portion of our headquarters, that damaged critical infrastructure, such as our research facilities or the manufacturing facilities of our third-party contract manufacturers, or that otherwise disrupted operations, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time. The disaster recovery and business continuity plans we have in place may prove inadequate in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which could have a material adverse effect on our business. As part of our risk management policy, we maintain insurance coverage at levels that we believe are appropriate for our business. However, in the event of an accident or incident at these facilities, we cannot assure you that the amounts of insurance will be sufficient to satisfy any damages and losses. If our facilities, or the manufacturing facilities of our third-party contract

manufacturers, are unable to operate because of an accident or incident or for any other reason, even for a short period of time, any or all of our research and development programs may be harmed. Any business interruption may have a material and adverse effect on our business and financial condition.

## **Risks Related to Our Intellectual Property**

***If we are unable to obtain or protect intellectual property rights related to our technology and current or future product candidates, or if our intellectual property rights are inadequate, we may not be able to compete effectively.***

Our success depends in part on our ability to obtain and maintain protection for our owned and in-licensed intellectual property rights and proprietary technology. We rely on patents and other forms of intellectual property rights, including in-licenses of intellectual property rights and biologic materials of others, to protect our current or future discovery platform, product candidates, methods used to manufacture our current or future product candidates, and methods for treating patients using our current or future product candidates.

We in-license exclusive rights, including patents and patent applications relating to our discovery platform, from the Board of Trustees of the Leland Stanford Junior University, or Stanford University. Patent applications for this in-licensed technology are still pending before the U.S. Patent and Trademark Office and other national patent offices. There is no guarantee that such patent applications will issue as patents, nor any guarantee that issued patents will provide adequate protection for the in-licensed technology or any meaningful competitive advantage.

We also own several patents and applications on our own technology relating to our discovery platform. There is no guarantee that any patents covering this technology will issue from the patent applications we own, or, if they do, that the issued claims will provide adequate protection for our discovery platform or any meaningful competitive advantage.

We currently do not own or in-license any issued patents or pending non-provisional patent applications in connection with ATRC-101. We have filed multiple provisional patent applications in the United States in connection with ATRC-101 and related antibody variants. A provisional patent application is not eligible to become an issued patent until, among other things, we file a non-provisional patent application within 12 months of the filing date of the provisional patent application. If we do not timely file non-provisional patent applications, we may lose our priority date with respect to our provisional patent applications and any patent protection on the inventions disclosed in our provisional patent applications. Moreover, there is no guarantee that any current or future patent applications will result in the issuance of patents that will effectively protect ATRC-101 or other product candidates or will effectively prevent others from commercializing competitive products.

The patent prosecution process is expensive, complex and time-consuming. Patent license negotiations also can be complex and protracted, with uncertain results. We may not be able to file, prosecute, maintain, enforce or license all necessary or desirable patents and patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. The patent applications that we own or in-license may fail to result in issued patents, and, even if they do issue as patents, such patents may not cover our current or future technologies or product candidates in the United States or in other countries or provide sufficient protection from competitors. In addition, the coverage claimed in a patent application can be significantly reduced before the patent is issued and its scope can be reinterpreted after issuance. Accordingly, we also rely on our

ability to preserve our trade secrets, to prevent third parties from infringing, misappropriating or violating our proprietary rights and to operate without infringing, misappropriating, or violating the proprietary rights of others.

Further, although we make reasonable efforts to ensure patentability of our inventions, we cannot guarantee that all of the potentially relevant prior art relating to our owned or in-licensed patents and patent applications has been found. For example, publications of discoveries in scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, and in some cases not at all. Additionally, pending patent applications that have been published can, subject to certain limitations, be later amended in a manner that could cover our discovery platform, our product candidates, or the use of our technologies. We thus cannot know with certainty whether we or our licensors were the first to make the inventions claimed in our owned or in-licensed patents or pending applications, or that we or our licensors were the first to file for patent protection of such inventions. There is no assurance that all potentially relevant prior art relating to our owned or in-licensed patents and patent applications has been found. For this reason, and because there is no guarantee that any prior art search is absolutely correct and comprehensive, we may be unaware of prior art that could be used to invalidate an issued patent or to prevent our owned or in-licensed pending patent applications from issuing as patents. Invalidation of any of our patent rights, including in-licensed patent rights, could materially harm our business.

Moreover, the patent positions of biopharmaceutical companies are generally uncertain because they may involve complex legal and factual considerations that have, in recent years, been the subject of legal development and change. As a result, the issuance, scope, validity, enforceability and commercial value of our pending patent rights is uncertain. The standards applied by the United States Patent and Trademark Office, or USPTO, and foreign patent offices in granting patents are not always certain and moreover, are not always applied uniformly or predictably. For example, there is no uniform worldwide policy regarding patentable subject matter or the scope of claims allowable in patents. Changes in either the patent laws or interpretation of the patent laws in the United States and other countries may diminish the value of our owned or in-licensed patents or narrow the scope of our patent protection.

Even if patents do successfully issue and even if such patents cover our current or any future technologies or product candidates, third parties may challenge their validity, enforceability or scope, which may result in such patents being narrowed, invalidated, or held unenforceable. Any successful challenge to these patents or any other patents owned by or licensed to us could deprive us of rights necessary for the successful commercialization of any current or future technologies or product candidates that we may develop. Likewise, if patent applications we own or have in-licensed with respect to our development programs and current or future technologies or product candidates fail to issue, if their breadth or strength is threatened, or if they fail to provide meaningful exclusivity, other companies could be dissuaded from collaborating with us to develop current or future technologies or product candidates. Lack of valid and enforceable patent protection could threaten our ability to commercialize current or future products and could prevent us from maintaining exclusivity with respect to the invention or feature claimed in the patent applications. Any failure to obtain or any loss of patent protection could have a material adverse impact on our business and ability to achieve profitability. We may be unable to prevent competitors from entering the market with a product that is similar to or the same as ATRC-101 or future product candidates.

The filing of a patent application or the issuance of a patent is not conclusive as to its ownership, inventorship, scope, patentability, validity or enforceability. Issued patents and patent applications may be challenged in the courts and in the patent office in the United States and



abroad. For example, our applications or applications filed by our licensors may be challenged through third-party submissions, opposition or derivation proceedings. By further example, our issued patents or the issued patents we in-license may be challenged through reexamination, *inter partes* review or post-grant review proceedings before the patent office, or in declaratory judgment actions or counterclaims. An adverse determination in any such submission, proceeding or litigation could prevent the issuance of, reduce the scope of, invalidate or render unenforceable our owned or in-licensed patent rights; limit our ability to stop others from using or commercializing similar or identical platforms and products; allow third parties to compete directly with us without payment to us; or result in our inability to manufacture or commercialize products without infringing third-party patent rights. In addition, if the breadth or strength of protection provided by our owned or in-licensed patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future platforms or product candidates. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

Moreover, some of our owned and in-licensed patents and patent applications are or may in the future be co-owned with third parties. If we are unable to obtain an exclusive license to any such third party co-owners' interest in such patents or patent application, such co-owners may be able to license their rights to other third parties, including our competitors, and our competitors could market competing products and technology. We may need the cooperation of any such co-owners of our patents to enforce such patents against third parties, and such cooperation may not be provided to us. Any of the foregoing could have a material adverse effect on our competitive position, business prospects and financial conditions.

Our in-licensed patent rights may be subject to a reservation of rights by one or more third parties. For example, we in-license certain patent rights from Stanford University, which co-owns rights with a governmental entity. As a result, the U.S. government may have certain rights, including so-called march-in rights, to such patent rights and any products or technology developed from such patent rights. When new technologies are developed with U.S. government funding, the U.S. government generally obtains certain rights in any resulting patents, including a nonexclusive license authorizing the U.S. government to use the invention for non-commercial purposes. These rights may permit the U.S. government to disclose our confidential information to third parties and to exercise march-in rights to use or to allow third parties to use our licensed technology. The U.S. government can exercise its march-in rights if it determines that action is necessary because we fail to achieve the practical application of government-funded technology, because action is necessary to alleviate health or safety needs, to meet requirements of federal regulations, or to give preference to U.S. industry. In addition, our rights in such inventions may be subject to certain requirements to manufacture products embodying such inventions in the United States. Any exercise by the U.S. government of such rights could harm our competitive position, business, financial condition, results of operations and prospects.

***If we fail to comply with our obligations under any license, collaboration or other intellectual property-related agreements, we may be required to pay damages and could lose intellectual property rights that may be necessary for developing, commercializing and protecting our current or future technologies or product candidates or we could lose certain rights to grant sublicenses.***

We are heavily reliant upon in-licenses to certain patent rights and proprietary technology from third parties that are important or necessary to our discovery platform and development of product candidates. For example, we rely on an intellectual property license from Stanford University for our discovery platform.



Our current license agreements impose, and any future license agreements we enter into are likely to impose, various development, commercialization, funding, milestone, royalty, diligence, sublicensing, insurance, patent prosecution and enforcement or other obligations on us. If we breach any of these obligations, or use the intellectual property licensed to us in an unauthorized manner, we may be required to pay damages and the licensor may have the right to terminate the license. License termination could result in our inability to develop, manufacture and sell products that are covered by the licensed technology or could enable a competitor to gain access to the licensed technology. In certain circumstances, our licensed patent rights are subject to our reimbursing our licensors for their patent prosecution and maintenance costs. For example, our license agreement with Stanford University requires us to bear the costs of filing and maintaining patent applications.

Furthermore, we may not have the right to control the preparation, filing, prosecution, maintenance, enforcement and defense of patents and patent applications that we license from third parties. For example, pursuant to our license agreement with Stanford University, while we direct and are responsible for the preparation, filing, prosecution and maintenance, and, in certain circumstances, enforcement and defense of the patents and patent applications, all of these actions are subject to Stanford University's final approval. Given Stanford University's right of final approval, we therefore cannot be certain that these patents and patent applications will be prepared, filed, prosecuted, maintained, enforced and defended in a manner consistent with the best interests of our business. If our licensors and future licensors fail to prosecute, maintain, enforce and defend patents we may license, or lose rights to licensed patents or patent applications, our license rights may be reduced or eliminated. In such circumstances, our right to develop and commercialize any of our products or product candidates that is the subject of such licensed rights could be materially adversely affected.

Moreover, our licensors may own or control intellectual property that has not been licensed to us and, as a result, we may be subject to claims, regardless of their merit, that we are infringing, misappropriating or otherwise violating the licensor's intellectual property rights. In addition, while we cannot currently determine the amount of the royalty obligations we would be required to pay on sales of future products if infringement or misappropriation were found, those amounts could be significant. The amount of our future royalty obligations will depend on the technology and intellectual property we use in products that we successfully develop and commercialize, if any. Therefore, even if we successfully develop and commercialize products, we may be unable to achieve or maintain profitability.

In addition, the agreements under which we currently license intellectual property or technology from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could have a material adverse impact on our business and ability to achieve profitability. Moreover, if disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on commercially acceptable terms, we may be unable to successfully develop and commercialize any affected product candidates, which could have a material adverse effect on our business and financial conditions.

***Patent terms may not be able to protect our competitive position for an adequate period of time with respect to our current or future technologies or product candidates.***

Patents have a limited lifespan. In the United States, the standard patent term is typically 20 years after filing. Various extensions may be available. Even so, the life of a patent and the

protection it affords are limited. As a result, our owned and in-licensed patent portfolio provides us with limited rights that may not last for a sufficient period of time to exclude others from commercializing products similar or identical to ours. For example, given the large amount of time required for the research, development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized.

Extensions of patent term are available, but there is no guarantee that we would succeed in obtaining any particular extension—and no guarantee any such extension would confer patent term for a sufficient period of time to exclude others from commercializing products similar or identical to ours. In the United States, the Drug Price Competition and Patent Term Restoration Act of 1984 permits a patent term extension of up to five years beyond the normal expiration of the patent, which is limited to the approved indication (or any additional indications approved during the period of extension). A patent term extension cannot extend the remaining term of a patent beyond 14 years from the date of product approval; only one patent may be extended; and extension is available for only those claims covering the approved drug, a method for using it, or a method for manufacturing it. The applicable authorities, including the FDA and the USPTO in the United States, and any equivalent regulatory authority in other countries, may not agree with our assessment of whether such extensions are available, and may refuse to grant extensions to our patents, or may grant more limited extensions than we request. An extension may not be granted or may be limited where there is, for example, a failure to exercise due diligence during the testing phase or regulatory review process, failure to apply within applicable deadlines, failure to apply before expiration of relevant patents, or some other failure to satisfy applicable requirements. If this occurs, our competitors may be able to launch their products earlier by taking advantage of our investment in development and clinical trials along with our clinical and preclinical data. This could have a material adverse effect on our business and ability to achieve profitability.

***Changes in U.S. patent law or the patent law of other countries or jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect our current or any future technologies or product candidates.***

Changes in either the patent laws or interpretation of the patent laws in the United States or elsewhere could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. The United States has enacted and implemented wide-ranging patent reform legislation. On September 16, 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law, which could increase the uncertainties and costs surrounding the prosecution of our owned or in-licensed patent applications and the enforcement or defense of our owned or in-licensed issued patents. The Leahy-Smith Act includes a number of significant changes to U.S. patent law. These include provisions that affect the way patent applications are prosecuted, redefine prior art, may affect patent litigation and switch the U.S. patent system from a "first-to-invent" system to a "first-to-file" system. Under a first-to-file system, assuming the other requirements for patentability are met, the first inventor to file a patent application generally will be entitled to the patent on an invention regardless of whether another inventor had made the invention earlier. These provisions also allow third-party submission of prior art to the USPTO during patent prosecution and set forth additional procedures to challenge the validity of a patent by the USPTO administered post grant proceedings, including derivation, reexamination, inter partes review, post-grant review and interference proceedings. The USPTO developed additional regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act, and, in particular, the first-to-file provisions, became effective on March 16, 2013. Accordingly, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. The Leahy-

Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our owned or in-licensed patent applications and the enforcement or defense of our issued owned or in-licensed patents, all of which could have a material adverse impact on our business prospects and financial condition.

As referenced above, for example, courts in the U.S. continue to refine the heavily fact-and-circumstance-dependent jurisprudence defining the scope of patent protection available for therapeutic antibodies, narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. This creates uncertainty about our ability to obtain patents in the future and the value of such patents. We cannot provide assurance that future developments in U.S. Congress, the federal courts and the USPTO will not adversely impact our owned or in-licensed patents or patent applications. The laws and regulations governing patents could change in unpredictable ways that could weaken our and our licensors' ability to obtain new patents or to enforce our existing owned or in-licensed patents and patents that we might obtain or in-license in the future. Similarly, changes in patent law and regulations in other countries or jurisdictions or changes in the governmental bodies that enforce them or changes in how the relevant governmental authority enforces patent laws or regulations may have a material adverse effect on our and our licensors' ability to obtain new patents or to protect and enforce our owned or in-licensed patents or patents that we may obtain or in-license in the future.

***Other companies or organizations may challenge our or our licensors' patent rights or may assert patent rights that prevent us from developing and commercializing our current or future products.***

As the field of antibody-based immunotherapeutics matures, patent applications are being processed by national patent offices around the world. There is uncertainty about which patents will issue, and, if they do, there is uncertainty as to when, to whom, and with what claims. In addition, third parties may attempt to invalidate our or our licensors' intellectual property rights. Even if such rights are not directly challenged, disputes could lead to the weakening of our or our licensors' intellectual property rights. Our defense against any attempt by third parties to circumvent or invalidate our intellectual property rights could be costly to us, could require significant time and attention of our management, and could have a material and adverse impact on our profitability, financial condition and prospects or ability to successfully compete.

There are many issued and pending patents that claim aspects of our current or potential future product candidates and modifications that we may need to apply to our current or potential future product candidates. There are also many issued patents that claim antibodies or portions of antibodies that may be relevant for products we wish to develop.

Further, we cannot guarantee that we are aware of all of patents and patent applications potentially relevant to our technology or products. We may not be aware of potentially relevant third-party patents or applications for several reasons. For example, U.S. applications filed before November 29, 2000, and certain U.S. applications filed after that date that will not be filed outside the U.S. remain confidential until patents issue. Patent applications in the United States and elsewhere are published approximately 18 months after the earliest filing for which priority is claimed, with such earliest filing date being commonly referred to as the priority date. Therefore, patent applications covering our product candidates or platform technologies could have been filed by others without our knowledge. Additionally, pending patent applications that have been published can, subject to certain limitations, be later amended in a manner that could cover our platform, our product candidates or the use of our technologies.

Thus, it is possible that one or more third parties will hold patent rights to which we will need a license, which may not be available on reasonable terms or at all. If such third parties refuse to grant us a license to such patent rights on reasonable terms or at all, we may be required to expend significant time and resources to redesign our technology, product candidates or the methods for manufacturing our product candidates, or to develop or license replacement technology, all of which may not be commercially or technically feasible. In such case, we may not be able to market such technology or product candidates and may not be able to perform research and development or other activities covered by these patents. This could have a material adverse effect on our ability to commercialize our product candidates and our business and financial condition.

***We may not be able to protect our intellectual property rights throughout the world, which could negatively impact our business.***

Filing, prosecuting and defending patents on current or future technologies or product candidates in all countries throughout the world would be prohibitively expensive. Competitors or other third parties may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export infringing products to territories where we have patent protection or licenses but enforcement is not as strong as that in the United States. These products may compete with our products, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Additionally, the laws of some foreign jurisdictions do not protect intellectual property rights to the same extent as the laws in the United States. Many companies have encountered significant difficulties in protecting and defending such rights in such jurisdictions. The legal systems of certain countries, including certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to biotechnology, which could make it difficult for us to stop the infringement of our owned and in-licensed patents or the marketing of competing products in violation of our intellectual property and proprietary rights generally. Proceedings to enforce our owned or in-licensed intellectual property and proprietary rights in foreign jurisdictions could result in substantial costs and could divert our efforts and attention from other aspects of our business. Such proceedings could also put our owned or in-licensed patents at risk of being invalidated or interpreted narrowly, could put our owned or in-licensed patent applications at risk of not issuing, and could provoke third parties to assert claims against us or our licensors. We or our licensors may not prevail in any lawsuits or other adversarial proceedings that we or our licensors initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our and our licensors' efforts to enforce such intellectual property and proprietary rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or in-license.

Further, many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of its patents. If we or any of our licensors are forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position in the relevant jurisdiction may be impaired and our business prospects may be materially adversely affected.

***Third parties may initiate legal proceedings alleging that we are infringing, misappropriating or violating their intellectual property rights, the outcome of which would be uncertain and could have a material adverse impact on the success of our business.***

Our commercial success depends, in part, upon our ability or the ability of our potential future collaborators to develop, manufacture, market and sell our current or any future product candidates and to use our proprietary technologies without infringing, misappropriating or violating the proprietary and intellectual property rights of third parties. The biotechnology and pharmaceutical industries are characterized by extensive and complex litigation regarding patents and other intellectual property rights.

We or our licensors, or any future strategic partners, may be party to, or be threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to our current or any potential future product candidates and technologies, including derivation, reexamination, *inter partes* review, post-grant review or interference proceedings before the USPTO and similar proceedings in jurisdictions outside of the United States such as opposition proceedings. In some instances, we may be required to indemnify our licensors for the costs associated with any such adversarial proceedings or litigation. For example, we are obligated under our license agreement with Stanford University to indemnify, hold harmless and defend Stanford University for damages from any claim of any kind arising out of or related to the license agreement with Stanford University. Third parties may assert infringement claims against us, our licensors or our strategic partners based on existing patents or patents that may be granted in the future, regardless of their merit. There is a risk that third parties may choose to engage in litigation or other adversarial proceedings with us, our licensors or our strategic partners to enforce or otherwise assert their patent rights. Even if we believe such claims are without merit, a court of competent jurisdiction could hold that these third-party patents are valid, enforceable and infringed, which could have a material adverse impact on our ability to utilize our discovery platform or to commercialize our current or any future product candidates. In order to successfully challenge the validity of any such U.S. patent in federal court, we would need to overcome a presumption of validity by presenting clear and convincing evidence of invalidity. There is no assurance that a court of competent jurisdiction, even if presented with evidence we believe to be clear and convincing, would invalidate the claims of any such U.S. patent.

Further, we cannot guarantee that we will be able to successfully settle or otherwise resolve such adversarial proceedings or litigation. If we are unable to successfully settle future claims on terms acceptable to us, we may be required to engage in or to continue costly, unpredictable and time-consuming litigation and may be prevented from or experience substantial delays in marketing our product candidates. If we, or our licensors, or any future strategic partners are found to infringe, misappropriate or violate a third-party patent or other intellectual property rights, we could be required to pay damages, including treble damages and attorney's fees, if we are found to have willfully infringed. In addition, we, or our licensors, or any future strategic partners may choose to seek, or be required to seek, a license from a third party, which may not be available on commercially reasonable terms, if at all. Even if a license can be obtained on commercially reasonable terms, the rights may be non-exclusive, which could give our competitors access to the same technology or intellectual property rights licensed to us, and we could be required to make substantial licensing and royalty payments. We also could be forced, including by court order, to cease utilizing, developing, manufacturing and commercializing our discovery platform or product candidates deemed to be infringing. We may be forced to redesign current or future technologies or products. Any of the foregoing could have a material adverse effect on our ability to generate revenue or achieve profitability and possibly prevent us from generating revenue sufficient to sustain our operations.

In addition, we or our licensors may find it necessary to pursue claims or to initiate lawsuits to protect or enforce our owned or in-licensed patent or other intellectual property rights. The cost to us in defending or initiating any litigation or other proceeding relating to our owned or in-licensed patent or other intellectual property rights, even if resolved in our favor, could be substantial, and any litigation or other proceeding would divert our management's attention. Such litigation or proceedings could materially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. Some of our competitors may be able to more effectively to sustain the costs of complex patent litigation because they have substantially greater resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could delay our research and development efforts and materially limit our ability to continue our operations. Furthermore, because of the substantial amount of discovery required in connection with certain such proceedings, there is a risk that some of our confidential information could be compromised by disclosure. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, such announcements could have a material adverse effect on the price of our Class A common stock.

If we or our licensors were to initiate legal proceedings against a third party to enforce a patent covering one of our product candidates or our technology, the defendant could counterclaim that such patent is invalid or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, for example, claiming patent-ineligible subject matter, lack of novelty, indefiniteness, lack of written description, non-enablement, anticipation or obviousness. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO or made a misleading statement during prosecution. The outcome of such invalidity and unenforceability claims is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art of which we or our licensors and the patent examiner were unaware during prosecution. If a defendant were to prevail on a legal assertion of invalidity or unenforceability, we could lose at least part, and perhaps all, of the patent protection for one or more of our product candidates or certain aspects of our platform technology. Such a loss of patent protection could have a material adverse effect on our business, financial condition, results of operations and prospects. Patents and other intellectual property rights also will not protect our product candidates and technologies if competitors or third parties design around such product candidates and technologies without legally infringing, misappropriating or violating our owned or in-licensed patents or other intellectual property rights.

***Intellectual property rights of third parties could adversely affect our ability to commercialize our current or future technologies or product candidates, and we might be required to litigate or obtain licenses from third parties to develop or market our current or future technologies or product candidates, which may not be available on commercially reasonable terms or at all.***

Because the antibody landscape is still evolving, it is difficult to conclusively assess our freedom to operate without infringing, misappropriating or violating third-party rights. There are numerous companies that have pending patent applications and issued patents broadly covering antibodies generally or covering antibodies directed against the same targets as, or targets similar to, those we are pursuing. Our competitive position may materially suffer if patents issued to third parties or other third-party intellectual property rights cover our current or future technologies product candidates or elements thereof or our manufacture or uses relevant to our development plans. In such cases, we may not be in a position to develop or commercialize current or future technologies, product

candidates unless we successfully pursue litigation to nullify or invalidate the third-party intellectual property right concerned, or enter into a license agreement with the intellectual property right holder, if available on commercially reasonable terms. There may be issued patents of which we are not aware, held by third parties that, if found to be valid and enforceable, could be alleged to be infringed by our current or future technologies or product candidates. There also may be pending patent applications of which we are not aware that may result in issued patents, which could be alleged to be infringed by our current or future technologies or product candidates. If such an infringement claim should successfully be brought, we may be required to pay substantial damages or be forced to abandon our current or future technologies or product candidates or to seek a license from any patent holders. No assurances can be given that a license will be available on commercially reasonable terms, if at all.

Third party intellectual property right holders may also actively bring infringement, misappropriation or violation or other claims alleging violations of intellectual property rights against us. We cannot guarantee that we will be able to successfully settle or otherwise resolve such claims. If we are unable to successfully settle future claims on terms acceptable to us, we may be required to engage in or to continue costly, unpredictable and time-consuming litigation and may be prevented from or experience substantial delays in marketing our product candidates. If we fail in any such dispute, in addition to being forced to pay damages, we may be temporarily or permanently prohibited from commercializing any of our current or future technologies or product candidates that are held to be infringing, misappropriating or otherwise violating third-party intellectual property rights. We might, if possible, also be forced to redesign current or future technologies or product candidates so that we no longer infringe, misappropriate or violate the third-party intellectual property rights. Any of these events, even if we were ultimately to prevail, could require us to divert substantial financial and management resources that we would otherwise be able to devote to our business, which could have a material adverse effect on our financial condition and results of operations.

***If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.***

As referenced above, in addition to seeking patent protection for certain aspects of our current or future technologies and product candidates, we also consider trade secrets, including confidential and unpatented know-how, important to the maintenance of our competitive position. However, trade secrets and know-how can be difficult to protect. We protect and plan to protect trade secrets and confidential and unpatented know-how, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to such knowledge, such as our employees, corporate collaborators, outside scientific collaborators, CROs, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants under which they are obligated to maintain confidentiality and to assign their inventions to us. Despite these efforts, we may not obtain these agreements in all circumstances. Moreover, individuals with whom we have such agreements may not comply with their terms. Any of these parties may breach such agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for any such breaches. We may also become involved in inventorship disputes relating to inventions and patents developed by our employees or consultants under such agreements. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret, or securing title to an employee- or consultant-developed invention if a dispute arises, is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts in the United States and certain foreign jurisdictions disfavor or are unwilling to protect trade secrets. Further, if any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would

have no right to prevent that competitor from using the technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor, our competitive position would be materially and adversely harmed.

***We may be subject to claims that we or our employees or consultants have wrongfully used or disclosed alleged trade secrets or other proprietary information of our employees' or consultants' former employers or their clients.***

Many of our employees or consultants and our licensors' employees or consultants were previously employed at universities or biotechnology or biopharmaceutical companies, including our competitors or potential competitors. We may be subject to claims that one or more of these employees or consultants or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of former employers. Litigation or arbitration may be necessary to defend against these claims. If we fail in defending such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel or may be enjoined from using such intellectual property. Any such proceedings and possible aftermath would likely divert significant resources from our core business, including distracting our technical and management personnel from their normal responsibilities. A loss of key research personnel or their work product could limit our ability to commercialize, or prevent us from commercializing, our current or future technologies or product candidates, which could materially harm our business. Even if we are successful in defending against any such claims, litigation or arbitration could result in substantial costs and could be a distraction to management.

***Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by government patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.***

Periodic maintenance fees, renewal fees, annuity fees and various other government fees on patents or applications will be due to be paid to the USPTO and various government patent agencies outside of the United States over the lifetime of our owned and in-licensed patents or applications and any patent rights we may own or in-license in the future. The USPTO and various non-U.S. government patent agencies require compliance with several procedural, documentary, fee payment and other similar provisions during the patent application process. We employ reputable law firms and other professionals to help us comply with these requirements, and we are also dependent on our licensors to take the necessary action to comply with these requirements with respect to our in-licensed intellectual property. In many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. There are situations, however, in which non-compliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the market with similar or identical products or platforms, which could have a material adverse effect on our business prospects and financial condition.

***If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be adversely affected.***

Our trademarks or trade names may be challenged, infringed, circumvented, declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names or may be forced to stop using these names, which we use for name recognition by potential partners or customers in our markets of interest. If we are unable to



establish name recognition based on our trademarks and trade names, we may not be able to compete effectively and our business may be materially adversely affected.

***Intellectual property rights do not necessarily address all potential threats to our business.***

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, and may not adequately protect our business. The following examples are illustrative:

- § others may be able to make compounds or formulations that are similar to our product candidates, but that are not covered by the claims of any patents that we own, license or control;
- § we or any strategic partners might not have been the first to make the inventions covered by the issued patents or pending patent applications that we own, license or control;
- § we or our licensors might not have been the first to file patent applications covering certain of our owned and in-licensed inventions;
- § others may independently develop the same, similar, or alternative technologies without infringing, misappropriating or violating our owned or in-licensed intellectual property rights;
- § it is possible that our owned or in-licensed pending patent applications will not lead to issued patents;
- § issued patents that we own, in-license, or control may not provide us with any competitive advantages, or may be narrowed or held invalid or unenforceable, including as a result of legal challenges;
- § our competitors might conduct research and development activities in the United States and other countries that provide a safe harbor from patent infringement claims for certain research and development activities, as well as in countries where we do not have patent rights, and may then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- § we may choose not to file a patent in order to maintain certain trade secrets or know-how, and a third party may subsequently file a patent covering such trade secrets or know-how; and
- § the patents of others may have an adverse effect on our business.

Should any of these events occur, they could have a material adverse impact on our business and financial condition.

**Risks Related to Government Regulation**

***Clinical development includes a lengthy and expensive process with an uncertain outcome, and results of earlier studies and trials may not be predictive of future trial results.***

Our only product candidate, ATRC-101, is in preclinical development and its risk of failure is high. It is impossible to predict when or if ATRC-101 or any potential future product candidates will prove effective and safe in humans or will receive regulatory approval. Before obtaining marketing approval from regulatory authorities for the sale of any product candidate, we must complete preclinical studies and then conduct extensive clinical trials to demonstrate the safety and efficacy of that product candidate in humans. Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the development process. The results of preclinical studies and early clinical trials of any of our current or potential future product candidates may not be predictive of the results of later-stage clinical trials. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy traits despite having progressed through preclinical studies and initial clinical trials. A number of

companies in the pharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or safety profiles, notwithstanding promising results in earlier trials.

We expect to prepare and submit to the FDA an IND for ATRC-101 in late 2019, and we expect to initiate a Phase 1b clinical trial for ATRC-101 in patients with solid tumors in early 2020. Commencing this clinical trial is subject to finalizing the trial design and filing an IND with the FDA. Even after we file our IND, the FDA could disagree that we have satisfied their requirements to commence our clinical trials or disagree with our study design, which may require us to complete additional preclinical studies or amend our protocols or impose stricter conditions on the commencement of clinical trials.

We may experience delays in completing our preclinical studies and initiating or completing clinical trials of ATRC-101 or potential future product candidates. We do not know whether planned preclinical studies and clinical trials will be completed on schedule or at all, or whether planned clinical trials will begin on time, need to be redesigned, enroll patients on time or be completed on schedule, if at all. Our development programs may be delayed for a variety of reasons, including delays related to:

- § the FDA or other regulatory authorities requiring us to submit additional data or imposing other requirements before permitting us to initiate a clinical trial;
- § obtaining regulatory approval to commence a clinical trial;
- § reaching agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and clinical trial sites;
- § obtaining institutional review board, or IRB, approval at each clinical trial site;
- § recruiting suitable patients to participate in a clinical trial;
- § having patients complete a clinical trial or return for post-treatment follow-up;
- § clinical trial sites deviating from trial protocol or dropping out of a trial;
- § adding new clinical trial sites; or
- § manufacturing sufficient quantities of our product candidates for use in clinical trials.

Furthermore, we expect to rely on our CROs and clinical trial sites to ensure the proper and timely conduct of our clinical trials and, while we expect to enter into agreements governing their committed activities, we have limited influence over their actual performance.

We could encounter delays if prescribing physicians encounter unresolved ethical issues associated with enrolling patients in clinical trials of our current or potential future product candidates in lieu of prescribing existing treatments that have established safety and efficacy profiles. Further, a clinical trial may be suspended or terminated by us, our partners, the IRBs of the institutions in which such trials are being conducted, the Data Safety Monitoring Board for such trial or by the FDA or other regulatory authorities due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a drug or therapeutic biologic, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. If we experience delays in the completion of, or termination of, any clinical trial of any of our current or potential future product candidates, the commercial prospects of such product candidate will be harmed, and our ability to generate product revenue from such product candidates will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow our product development and approval process and jeopardize our ability to commence product sales and generate revenue. Any of these occurrences

may materially and adversely affect our business, financial condition, results of operations and prospects. In addition, many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our current or potential future product candidates.

***We may be unable to obtain U.S. or foreign regulatory approval and, as a result, be unable to commercialize ATRC-101 or potential future product candidates.***

ATRC-101 and any potential future product candidates are subject to extensive governmental regulations relating to, among other things, research, testing, development, manufacturing, safety, efficacy, approval, recordkeeping, reporting, labeling, storage, packaging, advertising and promotion, pricing, marketing and distribution of drugs and therapeutic biologics. Rigorous preclinical testing and clinical trials and an extensive regulatory approval process are required to be successfully completed in the U.S. and in many foreign jurisdictions before a new drug or therapeutic biologic can be marketed. Satisfaction of these and other regulatory requirements is costly, time-consuming, uncertain and subject to unanticipated delays. It is possible that none of the product candidates we may develop will obtain the regulatory approvals necessary for us or our potential future partners to begin selling them.

We have very limited experience in conducting and managing the clinical trials necessary to obtain regulatory approvals, including approval by the FDA. The time required to obtain FDA and other approvals is unpredictable but typically takes many years following the commencement of clinical trials, depending upon the type, complexity and novelty of the product candidate. The standards that the FDA and its foreign counterparts use when regulating us require judgment and can change, which makes it difficult to predict with certainty how they will be applied. Any analysis we perform of data from preclinical and clinical activities is subject to confirmation and interpretation by regulatory authorities, which could delay, limit or prevent regulatory approval. We may also encounter unexpected delays or increased costs due to new government regulations, for example, from future legislation or administrative action, or from changes in FDA policy during the period of product development, clinical trials and FDA regulatory review. It is impossible to predict whether legislative changes will be enacted, or whether FDA or foreign regulations, guidance or interpretations will be changed, or what the impact of such changes, if any, may be.

Because ATRC-101 or potential future product candidates we are developing may work through mechanisms of action or work against targets with which the FDA has limited early experience, the FDA and its foreign counterparts have not yet established any definitive policies, practices or guidelines in relation to these product candidates. While we believe these product candidates are regulated as therapeutic biologics that are subject to requirements for review and approval of a Biologics License Application, or BLA, by the FDA, the lack of policies, practices or guidelines may hinder or slow review by the FDA of any regulatory filings that we may submit. Moreover, the FDA may respond to these submissions by defining requirements we may not have anticipated. Such responses could lead to significant delays in the clinical development of these product candidates, including ATRC-101. In addition, because there may be approved treatments for some of the diseases for which we may seek approval, in order to receive regulatory approval, we may need to demonstrate through clinical trials that the current or potential future product candidates we develop to treat these diseases, if any, are not only safe and effective, but safer or more effective than existing products.

Any delay or failure in obtaining required approvals could have a material and adverse effect on our ability to generate revenue from the particular product candidate for which we are seeking approval. Further, we and our potential future partners may never receive approval to market and commercialize any product candidate. Even if we or a potential future partner obtains regulatory approval, the approval may be for targets, disease indications or patient populations that are not as broad as we intended or desired or may require labeling that includes significant use or distribution restrictions or safety warnings. We or a potential future partner may be subject to post-marketing testing requirements to maintain regulatory approval. If ATRC-101 or any of our potential future product candidates prove to be ineffective, unsafe or commercially unviable, we may have to re-engineer ATRC-101 or our potential future product candidates, and our entire pipeline could have little, if any, value, which could require us to change our focus and approach to antibody discovery and development, which would have a material and adverse effect on our business, financial condition, results of operations and prospects.

We are also subject to numerous foreign regulatory requirements governing, among other things, the conduct of clinical trials, manufacturing and marketing authorization, pricing and third-party reimbursement. The foreign regulatory approval process varies among countries and may include all of the risks associated with FDA approval described above as well as risks attributable to the satisfaction of local regulations in foreign jurisdictions. Moreover, the time required to obtain approval may differ from that required to obtain FDA approval. Approval by the FDA does not ensure approval by regulatory authorities outside the United States and vice versa.

***Even if we receive regulatory approval for any of our current or potential future product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense. Additionally, our current or potential future product candidates, if approved, could be subject to labeling and other restrictions and market withdrawal and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our products.***

Any regulatory approvals that we or potential future partners obtain for ATRC-101 or any potential future product candidate may also be subject to limitations on the approved indicated uses for which a product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing testing, including "Phase 4" clinical trials, and surveillance to monitor the safety and efficacy of such product candidate. In addition, if the FDA or other regulatory authority approves ATRC-101 or any potential future product candidate, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, import, export, advertising, promotion and recordkeeping for such product will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with cGMP and good clinical practices for any clinical trials that we conduct post-approval. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- § restrictions on the marketing or manufacturing of the product, withdrawal of the product from the market or voluntary or mandatory product recalls;
- § fines, warning letters or holds on clinical trials;
- § refusal by the FDA to approve pending applications or supplements to approved applications filed by us or our strategic partners;
- § suspension or revocation of product license approvals;

- § product seizure or detention or refusal to permit the import or export of products; and
- § injunctions or the imposition of civil or criminal penalties.

The FDA's policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. 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 would adversely affect our business.

***We may attempt to secure approval from the FDA through the use of accelerated registration pathways. If unable to obtain approval under an accelerated pathway, we may be required to conduct additional preclinical studies or clinical trials which could increase the expense of obtaining, reduce the likelihood of obtaining or delay the timing of obtaining, necessary marketing approvals. Even if we receive accelerated approval from the FDA, if our confirmatory trials do not verify clinical benefit, or if we do not comply with rigorous post-marketing requirements, the FDA may seek to withdraw accelerated approval.***

We may seek an accelerated approval development pathway for our product candidates, including ATRC-101. Under the accelerated approval provisions of the Federal Food, Drug, and Cosmetic Act, or the FDCA, and the FDA's implementing regulations, the FDA may grant accelerated approval to a product designed to treat a serious or life-threatening condition that provides meaningful therapeutic advantage over available therapies and demonstrates an effect on a surrogate endpoint or intermediate clinical endpoint that is reasonably likely to predict clinical benefit. The FDA considers a clinical benefit to be a positive therapeutic effect that is clinically meaningful in the context of a given disease. For the purposes of accelerated approval, a surrogate endpoint is a marker, such as a laboratory measurement, radiographic image, physical sign or other measure that is thought to predict clinical benefit but is not itself a measure of clinical benefit. An intermediate clinical endpoint is a clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit. The accelerated approval development pathway may be used in cases in which the advantage of a new drug over available therapy may not be a direct therapeutic advantage, but is a clinically important improvement from a patient and public health perspective. If granted, accelerated approval is contingent on the sponsor's agreement to conduct, in a diligent manner, additional post-approval confirmatory studies to verify and describe the drug's clinical profile or risks and benefits for accelerated approval. The FDA may require that any such confirmatory study be initiated or substantially underway prior to the submission of an application for accelerated approval. If such post-approval studies fail to confirm the drug's clinical profile or risks and benefits, the FDA may withdraw its approval of the drug.

If we choose to pursue accelerated approval, we intend to seek feedback from the FDA or will otherwise evaluate our ability to seek and receive such accelerated approval. There can be no assurance that, after our evaluation of the feedback from the FDA or other factors, we will decide to pursue or submit a BLA for accelerated approval or any other form of expedited development, review or approval. Furthermore, if we submit an application for accelerated approval, there can be no assurance that such application will be accepted or that approval will be granted on a timely basis, or at all. The FDA also could require us to conduct further studies or trials prior to considering our application or granting approval of any type. We might not be able to fulfill the FDA's requirements in a timely manner, which would cause delays, or approval might not be granted because our submission is deemed incomplete by the FDA.

Even if we receive accelerated approval from the FDA, we will be subject to rigorous post-marketing requirements, including the completion of confirmatory post-market clinical trials to verify the clinical benefit of the product, and submission to the FDA of all promotional materials prior to their dissemination. The FDA could seek to withdraw accelerated approval for multiple reasons, including if we fail to conduct any required post-market study with due diligence; a post-market study does not confirm the predicted clinical benefit; other evidence shows that the product is not safe or effective under the conditions of use; or we disseminate promotional materials that are found by the FDA to be false and misleading.

A failure to obtain accelerated approval or any other form of expedited development, review or approval for a product candidate that we may choose to develop would result in a longer time period prior to commercializing such product candidate, could increase the cost of development of such product candidate and could harm our competitive position in the marketplace.

***Healthcare legislative reform measures may have a material adverse effect on our business and results of operations.***

In the United States, there have been and continue to be a number of legislative initiatives to contain healthcare costs. For example, in March 2010, the Patient Protection and Affordable Care Act, or the ACA, was enacted, which substantially changed the way healthcare is financed by both governmental and private insurers, and significantly impacted the U.S. pharmaceutical industry. Among the provisions of the ACA, of greatest importance to the pharmaceutical and biotechnology industry are the following:

- § an annual, nondeductible fee on any entity that manufactures or imports certain specified branded prescription drugs and biologic agents apportioned among these entities according to their market share in some government healthcare programs;
- § an increase in the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program to 23.1% and 13% of the average manufacturer price for most branded and generic drugs, respectively, and capped the total rebate amount for innovator drugs at 100% of the Average Manufacturer Price (AMP);
- § a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for certain drugs and biologics that are inhaled, infused, instilled, implanted or injected;
- § extension of manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations;
- § expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to additional individuals and by adding new mandatory eligibility categories for individuals with income at or below 133% of the federal poverty level, thereby potentially increasing manufacturers' Medicaid rebate liability;
- § a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% (and 70% as of January 1, 2019) point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D;
- § expansion of the entities eligible for discounts under the Public Health program;
- § a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research;
- § establishment of a Center for Medicare Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending; and
- § implementation of the federal physician payment transparency requirements, sometimes referred to as the "Physician Payments Sunshine Act".

Some of the provisions of the ACA have yet to be fully implemented, and there have been legal and political challenges to certain aspects of the ACA. Since January 2017, President Trump has signed two executive orders and other directives designed to delay, circumvent, or loosen certain requirements mandated by the ACA. Concurrently, Congress has considered legislation that would repeal or repeal and replace all or part of the ACA. While Congress has not passed comprehensive repeal legislation, two bills affecting the implementation of certain taxes under the ACA have been signed into law. The Tax Cuts and Jobs Act of 2017, or the Tax Act, includes a provision that repealed, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year, that is commonly referred to as the "individual mandate." Additionally, on January 22, 2018, President Trump signed a continuing resolution on appropriations for fiscal year 2018 that delayed the implementation of certain ACA-mandated fees, including the so-called "Cadillac" tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers based on market share, and the medical device excise tax on non-exempt medical devices. Further, the Bipartisan Budget Act of 2018 (BBA), among other things, amended the ACA, effective January 1, 2019, to close the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole." In July 2018, CMS published a final rule permitting further collections and payments to and from certain ACA qualified health plans and health insurance issuers under the ACA risk adjustment program in response to the outcome of federal district court litigation regarding the method CMS uses to determine this risk adjustment. On December 14, 2018, a U.S. District Court Judge in the Northern District of Texas ruled that the individual mandate is an inseverable feature of the ACA, and therefore, because it was repealed as part of the Tax Act, the remaining provisions of the ACA are invalid as well. While the Texas U.S. District Court Judge, as well as the Trump Administration and CMS have stated that the ruling will have no immediate effect, it is unclear how this decision, subsequent appeals, and other efforts to repeal and replace the ACA will impact the ACA and our business.

In addition, other legislative changes have been proposed and adopted in the United States since the ACA was enacted. On August 2, 2011, the Budget Control Act of 2011 among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers of 2% per fiscal year. These reductions went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2027 unless additional Congressional action is taken. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers. Additionally, there has been heightened governmental scrutiny recently over the manner in which manufacturers set prices for their marketed products. For example, there have been several recent Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drug products. At the federal level, the Trump administration's budget proposal for fiscal year 2019 contains further drug price control measures that could be enacted during the 2019 budget process or in other future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low-income patients. Further, the Trump administration released a "Blueprint" to lower drug prices and reduce out of pocket costs of drugs that contains additional proposals to increase manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products and reduce



the out of pocket costs of drug products paid by consumers. In addition, on January 31, 2019, the HHS Office of Inspector General, proposed modifications to the federal Anti-Kickback Statute discount safe harbor for the purpose of reducing the cost of drug products to consumers which, among other things, if finalized, will affect discounts paid by manufacturers to Medicare Part D plans, Medicaid managed care organizations and pharmacy benefit managers working with these organizations. Although a number of these, and other potential, proposals will require additional authorization to become effective, Congress and the executive branch have each indicated that it will continue to seek new legislative or administrative measures to control drug costs. At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures and, in some cases, designed to encourage importation from other countries and bulk purchasing. These new laws and initiatives may result in additional reductions in Medicare and other healthcare funding, which could have a material adverse effect on our future customers and accordingly, our financial operations.

We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our product candidates or additional pricing pressures.

***If we or potential future partners, manufacturers or service providers fail to comply with healthcare laws and regulations, we or they could be subject to enforcement actions, which could affect our ability to develop, market and sell our products and may harm our reputation.***

Healthcare providers, physicians and third-party payors, among others, will play a primary role in the prescription and recommendation of any product candidates for which we obtain marketing approval. Our current and future arrangements with third-party payors, providers and customers, among others, may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute our product candidates for which we obtain marketing approval. Restrictions under applicable federal and state healthcare laws and regulations, include the following:

- § the federal Anti-Kickback Statute, which prohibits, among other things, a person or entity from knowingly and willfully soliciting, offering, paying, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, lease order, arranging for or recommendation of, any good, facility, item or service, for which payment may be made, in whole or in part, by a federal healthcare program, such as Medicare or Medicaid. 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. In addition, a violation of the Anti-Kickback Statute can form the basis for a violation of the federal False Claims Act (discussed below);
- § federal civil and criminal false claims laws and civil monetary penalties laws, including the federal False Claims Act, which provides for civil whistleblower or qui tam actions, that impose penalties against individuals or entities for knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government. In addition, the government may assert that a claim including items and services resulting from a referral made in violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;



- § HIPAA, which imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services. 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;
- § HIPAA, as amended by HITECH, and its implementing regulations, including the Final Omnibus Rule published in January 2013, which impose obligations on certain covered entity healthcare providers, health plans, and healthcare clearinghouses as well as their business associates that perform certain services involving the use or disclosure of individually identifiable health information, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information, and require notification to affected individuals and regulatory authorities of certain breaches of security of individually identifiable health information;
- § the federal false statements statute, which prohibits knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services;
- § the federal transparency requirements known as the federal Physician Payments Sunshine Act, created as part of ACA, which requires certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program to report annually to CMS information related to payments and other transfers of value made by that entity to physicians and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members; and
- § analogous local, state and foreign laws and regulations, such as state anti-kickback and false claims laws that may apply to healthcare items or services reimbursed by third party payors, including private insurers; local, state and foreign transparency laws that require manufacturers to report information related to payments and transfers of value to other healthcare providers and healthcare entities, marketing expenditures, or drug pricing; state laws that require pharmaceutical companies to register certain employees engaged in marketing activities in the location and comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government; and state and foreign laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Ensuring that our future business arrangements with third parties comply with applicable healthcare laws and regulations could involve substantial costs. If our operations are found to be in violation of any such requirements, we may be subject to penalties, including criminal and significant civil monetary penalties, damages, fines, individual imprisonment, disgorgement, contractual damages, reputational harm, exclusion from participation in government healthcare programs, integrity obligations, injunctions, recall or seizure of products, total or partial suspension of production, denial or withdrawal of pre-marketing product approvals, private qui tam actions brought by individual whistleblowers in the name of the government, refusal to allow us to enter into supply contracts, including government contracts, additional reporting requirements and oversight if subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations. Although effective compliance programs can mitigate the risk of investigation and prosecution for violations of these laws, these risks cannot be entirely eliminated. Any action against us for an alleged or suspected violation could cause us to incur significant legal expenses and could divert our management's attention from the

operation of our business, even if our defense is successful. In addition, achieving and sustaining compliance with applicable laws and regulations may be costly to us in terms of money, time and resources.

***If we fail to comply with U.S. and foreign regulatory requirements, regulatory authorities could limit or withdraw any marketing or commercialization approvals we may receive and subject us to other penalties that could materially harm our business.***

Even if we receive marketing and commercialization approval of a product candidate, we will be subject to continuing regulatory requirements, including in relation to adverse patient experiences with the product and clinical results that are reported after a product is made commercially available, both in the United States and any foreign jurisdiction in which we seek regulatory approval. The FDA has significant post-market authority, including the authority to require labeling changes based on new safety information and to require post-market studies or clinical trials to evaluate safety risks related to the use of a product or to require withdrawal of the product from the market. The FDA also has the authority to require a Risk Evaluation and Mitigation Strategy, or a REMS, after approval, which may impose further requirements or restrictions on the distribution or use of an approved drug or therapeutic biologic. The manufacturer and manufacturing facilities we use to make a future product, if any, will also be subject to periodic review and inspection by the FDA and other regulatory agencies, including for continued compliance with cGMP requirements. The discovery of any new or previously unknown problems with our third party manufacturers, manufacturing processes or facilities may result in restrictions on the product, manufacturer or facility, including withdrawal of the product from the market. We intend to rely on third-party manufacturers and we will not have control over compliance with applicable rules and regulations by such manufacturers. Any product promotion and advertising will also be subject to regulatory requirements and continuing regulatory review. If we or our existing or future partners, manufacturers or service providers fail to comply with applicable continuing regulatory requirements in the U.S. or foreign jurisdictions in which we seek to market our products, we or they may be subject to, among other things, fines, warning letters, holds on clinical trials, delay of approval or refusal by the FDA to approve pending applications or supplements to approved applications, suspension or withdrawal of regulatory approval, product recalls and seizures, administrative detention of products, refusal to permit the import or export of products, operating restrictions, injunction, civil penalties and criminal prosecution.

***Even if we are able to commercialize any product candidate, such product candidate may become subject to unfavorable pricing regulations or third-party coverage and reimbursement policies, which would harm our business.***

Our ability to commercialize any products successfully will depend, in part, on the extent to which coverage and adequate reimbursement for these products and related treatments will be available from third-party payors, such as government authorities, private health insurers and health maintenance organizations. Patients who are prescribed medications for the treatment of their conditions generally rely on third-party payors to reimburse all or part of the costs associated with their prescription drugs. Coverage and adequate reimbursement from government healthcare programs, such as Medicare and Medicaid, and private health insurers are critical to new product acceptance. Patients are unlikely to use our future products, if any, unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost.

Cost-containment is a priority in the U.S. healthcare industry and elsewhere. As a result, government authorities and other third party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Increasingly, third party payors are requiring that drug companies provide them with predetermined discounts from list prices

and are challenging the prices charged for medical products. Third-party payors also may request additional clinical evidence beyond the data required to obtain marketing approval, requiring a company to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of its product. Commercial third-party payors often rely upon Medicare coverage policy and payment limitations in setting their reimbursement rates, but also have their own methods and approval process apart from Medicare determinations. Therefore, coverage and reimbursement for pharmaceutical products in the U.S. can differ significantly from payor to payor. We cannot be sure that coverage and adequate reimbursement will be available for any product that we commercialize and, if reimbursement is available, that the level of reimbursement will be adequate. Coverage and reimbursement may impact the demand for, or the price of, any product candidate for which we obtain marketing approval. If coverage and reimbursement are not available or are available only at limited levels, we may not be able to successfully commercialize any product candidate for which we obtain marketing approval.

Additionally, the regulations that govern regulatory approvals, pricing and reimbursement for new drugs and therapeutic biologics vary widely from country to country. Some countries require approval of the sale price of a drug or therapeutic biologic before it can be marketed. In many countries, the pricing review period begins after marketing approval is granted. In some foreign markets, prescription pharmaceutical pricing remains subject to continuing governmental control even after initial approval is granted. As a result, we might obtain regulatory approval for a product in a particular country, but then be subject to price regulations that delay our commercial launch of the product, possibly for lengthy time periods, and negatively impact the revenues we are able to generate from the sale of the product in that country. Adverse pricing limitations may hinder our ability to recoup our investment in one or more product candidates, even if our product candidates obtain regulatory approval.

***We are subject to U.S. and foreign anti-corruption and anti-money laundering laws with respect to our operations and non-compliance with such laws can subject us to criminal or civil liability and harm our business.***

We are subject to the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the FCPA, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, and possibly other state and national anti-bribery and anti-money laundering laws in countries in which we conduct activities. Anti-corruption laws are interpreted broadly and prohibit companies and their employees, agents, third-party intermediaries, joint venture partners and collaborators from authorizing, promising, offering or providing, directly or indirectly, improper payments or benefits to recipients in the public or private sector. We interact with officials and employees of government agencies and government-affiliated hospitals, universities and other organizations. In addition, we may engage third-party intermediaries to promote our clinical research activities abroad or to obtain necessary permits, licenses and other regulatory approvals. We can be held liable for the corrupt or other illegal activities of these third party intermediaries, our employees, representatives, contractors, partners and agents, even if we do not explicitly authorize or have actual knowledge of such activities.

In connection with this offering, we have adopted a Code of Business Conduct and Ethics, which will be effective upon the closing of this offering, and expect to prepare and implement policies and procedures to ensure compliance with such code. The Code of Business Conduct and Ethics mandates compliance with the FCPA and other anti-corruption laws applicable to our business throughout the world. However, we cannot assure you that our employees and third-party intermediaries will comply with this code or such anti-corruption laws. Noncompliance with anti-corruption and anti-money laundering laws could subject us to whistleblower complaints,

investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, suspension or debarment from contracting with certain persons, the loss of export privileges, reputational harm, adverse media coverage and other collateral consequences. If any subpoenas, investigations or other enforcement actions are launched, or governmental or other sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, results of operations and financial condition could be materially harmed. In addition, responding to any action will likely result in a materially significant diversion of management's attention and resources and significant defense and compliance costs and other professional fees. In certain cases, enforcement authorities may even cause us to appoint an independent compliance monitor which can result in added costs and administrative burdens.

***Comprehensive tax reform bills could adversely affect our business and financial condition.***

On December 20, 2017, the U.S. Congress passed the Tax Act, enacting comprehensive tax legislation that includes significant changes to the taxation of business entities. These changes include, among others: a permanent reduction to the corporate income tax rate; a partial limitation on the deductibility of business interest expense; a shift of the U.S. taxation of multinational corporations from a tax on worldwide income to a territorial system (along with certain rules designed to prevent erosion of the U.S. income tax base); and a one-time tax on accumulated offshore earnings held in cash and illiquid assets, with the latter taxed at a lower rate. Notwithstanding the reduction in the corporate income tax rate, the overall impact of this tax reform remains uncertain, and our business and financial condition could be adversely affected. This prospectus does not provide an in-depth discussion of any such tax legislation or the manner in which it might affect purchasers of our Class A common stock. We urge our stockholders to consult with their legal and tax advisors with respect to any such legislation and the potential tax consequences of investing in our Class A common stock.

**Risks Related to Our Class A Common Stock and this Offering**

***Our quarterly operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline.***

We expect our operating results to be subject to quarterly fluctuations. Our net loss and other operating results will be affected by numerous factors, including:

- § variations in the level of expense related to the ongoing development of our product candidates or future development programs;
- § results of clinical trials, or the addition or termination of clinical trials or funding support by us or potential future partners;
- § our execution of any collaboration, licensing or similar arrangements, and the timing of payments we may make or receive under potential future arrangements or the termination or modification of any such potential future arrangements;
- § any intellectual property infringement, misappropriation or violation lawsuit or opposition, interference or cancellation proceeding in which we may become involved;
- § additions and departures of key personnel;
- § strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- § if any of our product candidates receives regulatory approval, the terms of such approval and market acceptance and demand for such product candidates;
- § regulatory developments affecting our product candidates or those of our competitors; and
- § changes in general market and economic conditions.

If our quarterly operating results fall below the expectations of investors or securities analysts, the price of our Class A common stock could decline substantially. Furthermore, any quarterly fluctuations in our operating results may, in turn, cause the price of our stock to fluctuate substantially. We believe that quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

***Our stock price may be volatile and purchasers of our Class A common stock could incur substantial losses.***

Our stock price is likely to be volatile. As a result of this volatility, investors may not be able to sell their Class A common stock at or above the initial public offering price. The market price for our Class A common stock may be influenced by many factors, including the other risks described in this section of the prospectus titled "Risk Factors" and the following:

- § our ability to advance ATRC-101 or potential future product candidates into the clinic;
- § results of preclinical studies and clinical trials of ATRC-101 or potential future product candidates, or those of our competitors or potential future partners;
- § regulatory or legal developments in the United States and other countries, especially changes in laws or regulations applicable to our products;
- § the success of competitive products or technologies;
- § introductions and announcements of new products by us, our future commercialization partners, or our competitors, and the timing of these introductions or announcements;
- § actions taken by regulatory agencies with respect to our products, clinical trials, manufacturing process or sales and marketing terms;
- § actual or anticipated variations in our financial results or those of companies that are perceived to be similar to us;
- § the success of our efforts to acquire or in-license additional technologies, products or product candidates;
- § developments concerning any future collaborations, including, but not limited to, those with our sources of manufacturing supply and our commercialization partners;
- § market conditions in the pharmaceutical and biotechnology sectors;
- § announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures or capital commitments;
- § developments or disputes concerning patents or other proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our products;
- § our ability or inability to raise additional capital and the terms on which we raise it;
- § the recruitment or departure of key personnel;
- § changes in the structure of healthcare payment systems;
- § actual or anticipated changes in earnings estimates or changes in stock market analyst recommendations regarding our Class A common stock, other comparable companies or our industry generally;
- § our failure or the failure of our competitors to meet analysts' projections or guidance that we or our competitors may give to the market;
- § fluctuations in the valuation of companies perceived by investors to be comparable to us;
- § announcement and expectation of additional financing efforts;
- § speculation in the press or investment community;
- § trading volume of our Class A common stock;
- § sales of our Class A common stock by us or our stockholders;
- § the concentrated ownership of our Class A common stock;
- § changes in accounting principles;
- § terrorist acts, acts of war or periods of widespread civil unrest;

- § natural disasters and other calamities; and
- § general economic, industry and market conditions.

In addition, the stock markets in general, and the markets for pharmaceutical, biopharmaceutical and biotechnology stocks in particular, have experienced extreme volatility that has been often unrelated to the operating performance of the issuer. These broad market and industry factors may seriously harm the market price of our Class A common stock, regardless of our operating performance.

***You will experience immediate and substantial dilution as a result of this offering and may experience additional dilution in the future.***

If you purchase Class A common stock in this offering, assuming a public offering price of \$            per share, the midpoint of the range set forth on the cover of this prospectus, you will incur immediate and substantial dilution of \$            per share, representing the difference between the assumed initial public offering price of \$            per share and our pro forma net tangible book value per share as of December 31, 2018 after giving effect to this offering, the conversion of all outstanding shares of our Series A, Series B, and Series C1 convertible preferred stock into Class A common stock immediately upon the closing of this offering, the conversion of all outstanding shares of our Series C2 convertible preferred stock into Class B common stock immediately upon the closing of this offering and the net exercise of one warrant subsequent to December 31, 2018. Moreover, we issued options, stock awards and warrants in the past to acquire Class A common stock and securities convertible into Class A common stock at prices significantly below the assumed initial public offering price. As of March 31, 2019, there were 15,528,475 shares of our Class A common stock subject to outstanding options, 300,000 shares of our Series A convertible preferred stock subject to outstanding warrants, 377,620 shares of our Class A common stock subject to an outstanding warrant and no shares of our Class B common stock outstanding. Subsequent to March 31, 2019, we granted options for            shares of our Class A common stock. To the extent that any of these outstanding securities are ultimately exercised or settled, you will incur further dilution.

***The future issuance of equity or of debt securities that are convertible into equity would dilute our share capital.***

We may choose to raise additional capital in the future, depending on market conditions, strategic considerations and operational requirements. To the extent that additional capital is raised through the issuance of shares or other securities convertible into shares, our stockholders will be diluted. Future issuances of our Class A common stock or other equity securities, or the perception that such sales may occur, could adversely affect the trading price of our Class A common stock and impair our ability to raise capital through future offerings of shares or equity securities. No prediction can be made as to the effect, if any, that future sales of Class A common stock or the availability of Class A common stock for future sales will have on the trading price of our Class A common stock.

***The dual class structure of our common stock and the option of the holder of shares of our Class B common stock to convert into shares of our Class A common stock may limit your ability to influence corporate matters.***

Our Class A common stock, which is the stock we are offering in this initial public offering, has one vote per share, while our Class B common stock is non-voting. Nonetheless, each share of our Class B common stock may be converted at any time into one share of Class A common stock at the option of its holder, subject to the limitations provided for in our amended and restated certificate of incorporation to become effective upon the closing of this offering. Consequently, if holders of Class B common stock following this offering exercise their option to make this conversion, this will have the effect of increasing the relative voting power of those prior holders of our Class B common stock, and correspondingly decrease the voting power of the current holders of our Class A common stock, which may limit your ability to influence corporate matters. Because our Class B common stock is generally non-voting, stockholders who own more than 10% of our common stock overall but 10% or less of our Class A common stock will not be required to report changes in their ownership from transactions in our Class B common stock pursuant to Section 16(a) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and would not be subject to the short-swing profit provisions of Section 16(b) of the Exchange Act. In addition, acquisitions of Class B common stock would not be subject to notification pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

***An active trading market for our Class A common stock may not develop.***

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price for our Class A common stock will be determined through negotiations with the underwriters. Although we intend to apply to list our Class A common stock on The Nasdaq Global Market, an active trading market for our shares may never develop or be sustained following this offering. If an active market for our Class A common stock does not develop, it may be difficult for you to sell shares you purchase in this offering without depressing the market price for the shares or at all.

***Because our management will have flexibility in allocating the net proceeds from this offering, you may not agree with how we use them and the proceeds may not be invested successfully.***

We intend to use the net proceeds to us from this offering to fund preclinical and clinical development activities, further development of our discovery platform, discover new product candidates, hire additional personnel, make capital expenditures, pay costs of operating as a public company and fund other general purposes. We may also use a portion of the net proceeds from this offering to in-license, acquire or invest in complementary businesses, technologies, products or assets. However, we have no current commitments or obligations to do so. Therefore, our management will have flexibility in allocating the net proceeds from this offering. Accordingly, you will be relying on the judgment of our management with regard to the allocation of these net proceeds, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being allocated appropriately. It is possible that the proceeds will be invested in a way that does not yield a favorable, or any, return for our company.

***If securities or industry analysts do not publish research or reports about our company, or if they issue an adverse or misleading opinion regarding our stock, our stock price and trading volume could decline.***

The trading market for our Class A common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. We do not currently have and

may never obtain research coverage by securities and industry analysts. If no or few securities or industry analysts commence coverage of our company, the trading price for our Class A common stock would be negatively impacted. In the event we obtain securities or industry analyst coverage, if any of the analysts who cover us issue an adverse or misleading opinion regarding us, our business model, our intellectual property rights or our Class A common stock performance, or if our target studies and operating results fail to meet the expectations of the analysts, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

***Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.***

Based on the beneficial ownership of our capital stock as of March 31, 2019, prior to this offering our executive officers and directors, together with holders of 5% or more of our capital stock before this offering and their respective affiliates, beneficially owned approximately % of our Class A and Class B common stock on an as-converted basis and assuming entities affiliated with purchase shares of our Class B common stock in this offering, that same group will hold approximately % of our Class A and Class B common stock after the offering (assuming no exercise of the underwriters option to purchase additional shares, no purchase of shares by this group other than shares of common stock by and no exercise of outstanding options). As a result, these stockholders, if acting together, will continue to have significant influence over the outcome of corporate actions requiring stockholder approval, including the election of directors, any merger, consolidation or sale of all or substantially all of our assets and any other significant corporate transaction. In addition, pursuant to a nominating agreement between us and Baker Brothers Life Sciences L.P. and 667, L.P., or together, Baker Brothers, following the closing of this offering and so long as Baker Brothers together with its affiliates beneficially owns at least 20,000,000 shares of our common stock, we will have the obligation to support the nomination of, and to cause our board of directors to include in the slate of nominees recommended to our stockholders for election, two individuals designated by Baker Brothers, each a Baker Designee, subject to customary conditions and exceptions, as well as the obligation to invite two board of directors observer designees of Baker Brothers to attend all meetings of our board of directors and all meetings of the committees of our board of directors as a nonvoting observer, if there is no Baker Designee on our board of directors, subject to customary conditions and exceptions. For more information regarding this agreement, see the section titled "Certain Relationships and Related Person Transactions—Baker Brothers Nominating Agreement." Baker Brothers and its affiliates may therefore have influence over management and control over matters requiring stockholder approval, including the annual election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets, following the closing of this offering and for the foreseeable future.

The interests of these stockholders may not be the same as, and may even conflict with, your interests. For example, these stockholders could delay or prevent a change of control of our company, even if such a change of control would benefit our other stockholders, which could deprive our stockholders of an opportunity to receive a premium for their Class A common stock as part of a sale of our company or our assets and might affect the prevailing market price of our Class A common stock. The significant concentration of stock ownership may adversely affect the trading price of our Class A common stock due to investors' perception that conflicts of interest may exist or arise.



***Sales of a substantial number of shares of our Class A or Class B common stock by our existing stockholders in the public market could cause our stock price to fall.***

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our Class A common stock in the public market after the lock-up and other legal restrictions on resale discussed in this prospectus lapse, the trading price of our Class A common stock could decline. Based on 12,739,757 shares of Class A common stock and no shares of Class B common stock outstanding at March 31, 2019, and after giving effect to the conversion of our outstanding Series A, Series B, Series C1 and Series C2 convertible preferred stock, immediately upon the closing of this offering we will have outstanding a total of 93,002,323 shares of Class A common stock and 23,605,150 shares of Class B common stock, assuming exercise of a warrant to purchase 377,620 shares of Class A common stock. Of these shares, only the shares of Class A common stock sold in this offering by us, plus any shares sold upon exercise of the underwriters' option to purchase additional shares, will be freely tradable without restriction in the public market immediately following this offering.

We expect that the lock-up agreements pertaining to this offering will expire after 180 days from the date of this prospectus. Cowen and Company, LLC, Evercore Group L.L.C. and Stifel, Nicolaus & Company, Incorporated, however, may, in their sole discretion, permit our officers, directors and other stockholders who are subject to these lock-up agreements to sell shares prior to the expiration of the lock-up agreements. In addition, shares of Class A common stock that are either subject to outstanding options or reserved for future issuance under our 2019 Plan, will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements and Rule 144 and Rule 701 under the Securities Act of 1933, as amended, or the Securities Act. If these additional shares of Class A common stock are sold, or if it is perceived that they will be sold, in the public market, the trading price of our Class A common stock could decline.

After this offering, the holders of 103,490,096 shares of our Class A common stock (including Class A common stock issuable upon conversion of Class B common stock) at December 31, 2018 will be entitled to rights with respect to the registration of their shares under the Securities Act, subject to the 180-day lock-up agreements described above. See "Description of Capital Stock—Registration Rights". Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares held by affiliates, as defined in Rule 144 under the Securities Act. Any sales of securities by these stockholders could have a material adverse effect on the trading price of our Class A common stock.

***Future sales and issuances of our Class A or Class B common stock or rights to purchase Class A or Class B common stock, including pursuant to our 2019 Plan, could result in additional dilution of the percentage ownership of our stockholders and could cause our stock price to fall.***

We expect that significant additional capital may be needed in the future to continue our planned operations, including further development of our discovery platform, preparing IND filings, conducting clinical trials, commercialization efforts, expanded research and development activities and costs associated with operating a public company. To raise capital, we may sell Class A or Class B common stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. If we sell Class A or Class B common stock, convertible securities or other equity securities, investors may be materially diluted by subsequent sales. Such sales may also result in material dilution to our existing stockholders, and new investors could gain rights, preferences and privileges senior to the holders of our Class A common stock, including shares of Class A common stock sold in this offering.

Pursuant to our 2019 Plan, our management is authorized to grant stock options to our employees, directors and consultants. Initially, the aggregate number of shares of our Class A common stock that may be issued pursuant to stock awards under our 2019 Plan is \_\_\_\_\_ shares. Additionally, the number of shares of our Class A common stock reserved for issuance under our 2019 Plan will automatically increase on January 1 of each year, beginning on January 1, 2020 and continuing through and including January 1, 2030, by \_\_\_\_\_ % of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares determined by our board of directors. Unless our board of directors elects not to increase the number of shares available for future grant each year, our stockholders may experience additional dilution, which could cause our stock price to fall.

***We are an "emerging growth company" and our election of reduced reporting requirements applicable to emerging growth companies may make our Class A common stock less attractive to investors.***

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act, or JOBS Act. For as long as we continue to be an emerging growth company, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, or Section 404, reduced disclosure obligations regarding executive compensation in this prospectus and our periodic reports and proxy statements and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. In addition, as an emerging growth company, we are only required to provide two years of audited financial statements and two years of selected financial data in this prospectus. We could be an emerging growth company for up to five years following the completion of this offering, although circumstances could cause us to lose that status earlier, including if we are deemed to be a "large accelerated filer," which occurs when the market value of our Class A common stock that is held by non-affiliates exceeds \$700 million as of the prior June 30, or if we have total annual gross revenue of \$1.07 billion or more during any fiscal year before that time, in which cases we would no longer be an emerging growth company as of the following December 31, or if we issue more than \$1.0 billion in non-convertible debt during any three-year period before that time, in which case we would no longer be an emerging growth company immediately. Even after we no longer qualify as an emerging growth company, we could still qualify as a "smaller reporting company," which would allow us to take advantage of many of the same exemptions from disclosure requirements including not being required to comply with the auditor attestation requirements of Section 404 and reduced disclosure obligations regarding executive compensation in this prospectus and our periodic reports and proxy statements. We cannot predict if investors will find our Class A common stock less attractive because we may rely on these exemptions. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our share price may be more volatile.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to avail ourselves of an exemption that allows us to delay adopting new or revised accounting standards until such time as those standards apply to private companies. As a result, we will not be subject to the same new or revised accounting standards as other public companies that comply with the public company effective dates, including but not limited to the new lease accounting standard. We have also elected to take advantage of certain of the reduced disclosure obligations in the registration statement of which this prospectus is a part and may elect to take advantage of other reduced reporting requirements in future filings. As a result of these elections, the information

that we provide to our stockholders may be different than you might receive from other public reporting companies. However, if we later decide to opt out of the extended period for adopting new accounting standards, we would need to disclose such decision and it would be irrevocable.

***We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices.***

As a public company, and particularly after we are no longer an emerging growth company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of Nasdaq and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance, which in turn could make it more difficult for us to attract and retain qualified members of our board of directors. However, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

***Our ability to use net operating losses, or NOLs, to offset future taxable income may be subject to certain limitations.***

In general, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, a corporation that undergoes an "ownership change" is subject to limitations on its ability to utilize its pre-change NOL or tax credits to offset future taxable income. Our existing NOLs or credits may be subject to substantial limitations arising from previous ownership changes, and if we undergo an ownership change our ability to utilize NOLs or credits could be further limited by Section 382 of the Code. In addition, future changes in our stock ownership, many of which are outside of our control, could result in an ownership change under Section 382 of the Code. Our NOLs or credits may also be impaired under state law. Accordingly, we may not be able to utilize a material portion of our NOLs or credits. Furthermore, our ability to utilize our NOLs or credits is conditioned upon our attaining profitability and generating U.S. federal and state taxable income. As described above under "—Risks Related to Business," we have incurred significant net losses since our inception and anticipate that we will continue to incur significant losses for the foreseeable future; thus, we do not know whether or when we will generate the U.S. federal or state taxable income necessary to utilize our NOLs or credits.

***We have identified a material weakness in our internal control over financial reporting. If our remediation of the material weakness is not effective, or if we experience additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our Class A common stock.***

Prior to this offering, we have been a private company with limited accounting personnel and other resources with which to address our internal control over financial reporting. In connection with

our preparation and the audits of our financial statements as of and for the years ended December 31, 2017 and 2018, we and our auditor identified a material weakness as defined under the Exchange Act and by the Public Company Accounting Oversight Board (United States) in our internal control over financial reporting. The material weakness related to a lack of application-based controls inherent in our enterprise resource planning, or ERP, system used for maintaining our financial books and records. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis.

We are implementing measures designed to improve our internal control over financial reporting to remediate this material weakness. We have implemented a new ERP system that is our system of record for our financial books and records from January 1, 2019 forward. This new ERP system has application-based controls inherent in its design that provide an internal control infrastructure for financial reporting and for our internal control procedures. With the oversight of senior management and our audit committee, we have begun taking steps to remediate the underlying causes of the material weakness. However, the implementation of these measures may not fully address this material weakness in our internal control over financial reporting, and we may not be able to conclude that it has been fully remedied. Our failure to correct this material weakness or our failure to discover and address any other control deficiencies could result in inaccuracies in our financial statements and could also impair our ability to comply with applicable financial reporting requirements and make related regulatory filings on a timely basis. As a result, our business, financial condition, results of operations and prospects, as well as the trading price and listing of our shares, may be materially and adversely affected. We cannot assure you that all of our existing material weaknesses have been identified, or that we will not in the future identify additional material weaknesses.

We and our auditor were not required to perform an evaluation of our internal control over financial reporting as of December 31, 2017 and 2018 in accordance with the provisions of the Sarbanes-Oxley Act. Accordingly, we cannot provide assurance that we have identified all, or that we will not in the future have additional, material weaknesses. Material weaknesses may still exist when we report on the effectiveness of our internal control over financial reporting as required by reporting requirements under Section 404 after the completion of this offering.

If we fail to remediate the material weakness identified above, our management may conclude that our internal control over financial reporting is not effective. This conclusion could adversely impact the market price of our shares due to a loss of investor confidence in the reliability of our reporting processes. Furthermore, if we fail to establish and maintain effective internal control over financial reporting in the future, our operating results and our ability to operate our business could be harmed.

***Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain.***

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. As a result, capital appreciation, if any, of our Class A common stock will be your sole source of gain for the foreseeable future.

***We may incur significant costs from class action litigation due to our expected stock volatility.***

Our stock price may fluctuate for many reasons, including as a result of public announcements regarding the progress of our development efforts for our discovery platform and our product candidates, the development efforts of future partners or competitors, the addition or departure of our key personnel, variations in our quarterly operating results and changes in market valuations of biopharmaceutical and biotechnology companies. This risk is especially relevant to us because biopharmaceutical and biotechnology companies have experienced significant stock price volatility in recent years. When the market price of a stock has been volatile as our stock price may be, holders of that stock have occasionally brought securities class action litigation against the company that issued the stock. If any of our stockholders were to bring a lawsuit of this type against us, even if the lawsuit is without merit, we could incur substantial costs defending the lawsuit. The lawsuit could also divert the time and attention of our management.

***Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our company, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.***

Provisions in our amended and restated certificate of incorporation and our amended and restated bylaws may delay or prevent an acquisition of our company or a change in our management. In addition, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. Because our board of directors is responsible for appointing the members of our management team, these provisions could in turn affect any attempt by our stockholders to replace current members of our management team. These provisions include:

- § a prohibition on actions by our stockholders by written consent;
- § a requirement that special meetings of stockholders, which our company is not obligated to call more than once per calendar year, be called only by the chairman of our board of directors, our chief executive officer, or our board of directors pursuant to a resolution adopted by a majority of the total number of authorized directors;
- § advance notice requirements for election to our board of directors and for proposing matters that can be acted upon at stockholder meetings;
- § division of our board of directors into three classes, serving staggered terms of three years each; and
- § the authority of the board of directors to issue preferred stock with such terms as the board of directors may determine.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, as amended, which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner. These provisions would apply even if the proposed merger or acquisition could be considered beneficial by some stockholders.

***Our amended and restated certificate of incorporation that will be in effect at the closing of this offering will provide that the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.***

Our amended and restated certificate of incorporation that will be in effect at the closing of this offering will provide that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- § any derivative action or proceeding brought on our behalf;
- § any action asserting a breach of fiduciary duty;
- § any action asserting a claim against us or our directors, officers, or employees arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation, or our amended and restated bylaws; and
- § any action asserting a claim against us that is governed by the internal-affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction.

Our amended and restated certificate of incorporation will provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, subject to and contingent upon a final adjudication in the State of Delaware of the enforceability of such exclusive forum provision.

These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees. If any other court of competent jurisdiction were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could seriously harm our business. For example, the Court of Chancery of the State of Delaware recently determined that a provision stating that U.S. federal district courts are the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act is not enforceable. However, this decision may be reviewed and ultimately overturned by the Delaware Supreme Court.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this prospectus, including statements regarding our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will" or "would" or the negative of these words or other similar terms or expressions, although not all forward-looking statements contain these words. These forward-looking statements include, but are not limited to, statements concerning the following:

- § the initiation, timing, progress and results of our research and development programs, preclinical studies, any clinical trials and IND and other regulatory submissions;
- § our expectations regarding the activity of ATRC-101 or potential future product candidates once administered in a human subject;
- § our expectations and beliefs regarding the market for cancer therapies and development of the immuno-oncology industry;
- § our ability to identify and develop product candidates for treatment of additional disease indications;
- § our or a potential future collaborator's ability to obtain and maintain regulatory approval of any of our current or potential future product candidates;
- § the rate and degree of market acceptance of any approved product candidates;
- § the implementation of our business model and strategic plans for our business, technologies, and current or potential future product candidates;
- § our or any potential future collaborator's ability to obtain and maintain intellectual property protection for our discovery platform and current or potential future product candidates and our ability to operate our business without infringing the intellectual property rights of others; and
- § our use of net proceeds to us from this offering.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled "Risk Factors" and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements. You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, that we have filed with the SEC with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of

this prospectus. While we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this prospectus to reflect events or circumstances after the date of this prospectus or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments. We qualify all of our forward-looking statements by these cautionary statements.



## **MARKET AND INDUSTRY DATA**

This prospectus contains estimates, statistical data and other information concerning our industry and the market in which we operate, including market opportunity and market size, that is based on information on various publicly available sources, including data regarding the estimated size and patient populations of those and related markets, existing therapeutic options and the incidence of certain medical conditions. This industry and market information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates.

Industry data and other third-party information have been obtained from sources believed to be reliable, but we have not independently verified any third party information. In addition, projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate is necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled "Risk Factors" and elsewhere in this prospectus. These and other factors could cause results to differ materially from those expressed in the estimates made by third parties and by us.

## USE OF PROCEEDS

We estimate that we will receive net proceeds from this initial public offering of approximately \$            million (or approximately \$            million if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) based on an assumed initial public offering price of \$            per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

A \$1.00 increase (decrease) in the assumed initial public offering price of \$            per share would increase (decrease) the net proceeds to us from this offering by approximately \$            million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions. Similarly, each increase (decrease) of 1.0 million shares in the number of shares of Class A common stock offered by us would increase (decrease) the net proceeds to us from this offering by approximately \$            million, assuming the assumed initial public offering price of \$            per share remains the same, and after deducting estimated underwriting discounts and commissions.

We currently expect to use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows:

- §        approximately \$            million to fund the development of ATRC-101 through the dose-escalation portion of our Phase 1b clinical trial and a portion of our currently planned protocol amendments to pursue combination studies and expansion cohorts;
- §        approximately \$            million to fund our ongoing efforts to develop additional clinical candidates from our discovery platform; and
- §        the remaining proceeds for continued development and utilization of our discovery platform, hiring of additional personnel, capital expenditures, costs of operating as a public company and other general corporate purposes.

We may also use a portion of the net proceeds from this offering to in-license, acquire or invest in complementary businesses, technologies, products or assets. However, we have no current commitments or obligations to do so.

This expected use of net proceeds from this offering represents our intentions based upon our current plans and business conditions, and significant additional capital will be required to fund development of ATRC-101 through further stages of clinical development, if warranted, including potential Phase 2 and Phase 3 registrational studies. As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the net proceeds to be received upon the closing of this offering or the amounts that we will actually spend on the uses set forth above. We will have broad discretion over how to use the net proceeds to us from this offering. Pending our use of the net proceeds from this offering as described above, we intend to invest these funds in investment-grade, interest-bearing instruments.

## **DIVIDEND POLICY**

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and future earnings, if any, to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination regarding the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant. Our future ability to pay cash dividends on our capital stock may also be limited by the terms of any future debt or preferred securities or future credit facility.

## CAPITALIZATION

The following table sets forth our cash and cash equivalents and our capitalization as of March 31, 2019 as follows:

§	on an actual basis;
§	on a pro forma basis to reflect: the automatic conversion of all outstanding shares of our convertible Series A preferred stock, convertible Series B preferred stock and convertible Series C1 preferred stock into 79,884,946 shares of our Class A common stock immediately upon the closing of this offering; the automatic conversion of all outstanding shares of our convertible Series C2 preferred stock into 23,605,150 shares of our Class B common stock immediately upon the closing of this offering; the issuance of 377,620 shares of Class A common stock upon the exercise of an outstanding warrant in connection with this offering; the automatic reclassification of all of our outstanding warrants to purchase an aggregate of 300,000 shares of our convertible Series A preferred stock into warrants to purchase an equivalent number of shares of our Class A common stock and no exercise of these warrants, the related reclassification of preferred stock warrant liability to stockholders' equity; no exercise of outstanding options to purchase our Class A common stock; and the filing and effectiveness of our amended and restated certificate of incorporation upon the closing of this offering; and
§	on a pro forma as adjusted basis to give effect to: the pro forma adjustments set forth above; and the issuance and sale of                shares of Class A common stock in this offering at an assumed initial public offering price of \$                per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma as adjusted information below is illustrative only, and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this information in conjunction with our consolidated financial statements and the related notes included in this prospectus and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section and other financial information contained in this prospectus.

	March 31, 2019		
	Actual	Pro Forma	Pro Forma
	(in thousands,	except share and	as Adjusted(1)
	per share data)		
Cash, cash equivalents and investments	\$ 100,661	\$ 100,661	\$
Preferred stock warrant liability	\$ 430	\$ —	\$
Capital lease obligations	135	135	
Convertible Series A preferred stock, \$0.0001 par value per share, Convertible Series B preferred stock, \$0.0001 par value per share and Convertible Series C1 preferred stock, \$0.0001 par value per share; 104,326,585 shares authorized; 79,884,946 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	155,053	—	
Convertible Series C2 preferred stock, \$0.0001 par value per share; 23,605,150 shares authorized; 23,605,150 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	54,615	—	
Stockholders' equity (deficit):			
Preferred stock, \$0.0001 par value per share: no shares authorized, issued or outstanding, actual; and shares authorized and no shares issued or outstanding, pro forma and pro forma as adjusted	—	—	
Class A common stock, \$0.0001 par value per share; 191,398,492 shares authorized, 12,739,757 shares issued and outstanding, actual; 191,398,492 shares authorized; pro forma and pro forma as adjusted; 92,624,703 shares issued and outstanding, pro forma; shares issued and outstanding, pro forma as adjusted	1	9	
Class B common stock, \$0.0001 par value per share; 23,605,150 shares authorized, no shares issued and outstanding, actual; 23,605,150 shares authorized; pro forma and pro forma as adjusted; 23,605,150 shares issued and outstanding, pro forma; shares issued and outstanding, pro forma as adjusted	—	2	
Additional paid-in capital	4,382	214,470	
Accumulated other comprehensive income	23	23	
Accumulated deficit	(110,201)	(110,201)	
Total stockholders' equity (deficit)	(105,795)	104,303	
Total capitalization	\$ 104,438	\$ 104,438	\$

- (1) Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, total stockholders' deficit and total capitalization by approximately \$ , assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 1.0 million shares in the number of shares offered by us would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, total stockholders' deficit and total capitalization by approximately \$ , assuming the assumed initial public offering price of \$ per share

remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The number of shares in the table above excludes:

- § 15,528,475 shares of Class A common stock issuable upon exercise of stock options outstanding as of March 31, 2019 under our 2010 Equity Incentive Plan, or 2010 Plan, with a weighted-average exercise price of \$1.18 per share;
- § shares of Class A common stock issuable upon exercise of stock options granted after March 31, 2019 under our 2010 Plan, with a weighted-average exercise price of \$ per share;
- § shares of Class A common stock reserved for future issuance under our 2019 Equity Incentive Plan, or 2019 Plan, which will become effective in connection with this offering, as well as (i) any additional shares of Class A common stock that become available for issuance under the 2019 Plan (including as a result of annual increases) and (ii) any shares of Class A common stock that (A) remain available for issuance under the 2010 Plan as of immediately prior to the time our 2019 Plan becomes effective or (B) that would have otherwise returned to our 2010 Plan in accordance with its terms (which, in each case, will become available for issuance under our 2019 Plan);
- § shares of Class A common stock reserved for future issuance under our 2019 Employee Stock Purchase Plan, or the ESPP, which will become effective on the business day prior to the public trading date of our Class A common stock, as well as any additional shares of Class A common stock that become available for issuance under our ESPP (including as a result of annual increases); and
- § 300,000 shares of Class A common stock issuable upon exercise of outstanding warrants reclassified to purchase our Class A common stock, each with an exercise price of \$2.41 per share.

## DILUTION

If you invest in our Class A common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share and the pro forma as adjusted net tangible book value per share of our Class A common stock after this offering.

As of March 31, 2019, we had a historical net tangible book deficit of \$105.8 million, or \$8.30 per share. Our historical net tangible book deficit per share represents total tangible assets less total liabilities, divided by the number of shares of Class A common stock and Class B common stock outstanding as of March 31, 2019.

As of March 31, 2019, our pro forma net tangible book value was approximately \$104.3 million, or \$0.89 per share after giving effect to the conversion of all of our outstanding preferred stock into shares of our Class A common stock or Class B common stock, the exercise of one warrant to purchase 377,620 shares of our Class A stock and the filing and effectiveness of our amended and restated certificate of incorporation, each of which will occur upon the closing of this offering.

After giving further effect to the sale of \_\_\_\_\_ shares of Class A common stock in this offering at an assumed initial public offering price of \$ \_\_\_\_\_ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of March 31, 2019 would have been approximately \$ \_\_\_\_\_ million, or approximately \$ \_\_\_\_\_ per share. This amount represents an immediate increase in pro forma net tangible book value of \$ \_\_\_\_\_ per share to our existing stockholders and an immediate dilution in pro forma net tangible book value of approximately \$ \_\_\_\_\_ per share to new investors purchasing shares of Class A common stock in this offering.

Dilution per share to new investors is determined by subtracting pro forma as adjusted net tangible book value per share after this offering from the initial public offering price per share paid by new investors. The following table illustrates this dilution (without giving effect to any exercise by the underwriters of their option to purchase additional shares):

Assumed initial public offering price per share	\$
Historical net tangible book value (deficit) per share as of March 31, 2019	\$ (8.30)
Pro forma increase in historical net tangible book value per share attributable to the pro forma transactions described in the preceding paragraphs	9.19
Pro forma net tangible book value per share as of March 31, 2019	0.89
Increase in pro forma net tangible book value per share attributable to this offering	
Pro forma as adjusted net tangible book value per share after this offering	
Dilution per share to new investors in this offering	\$

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ \_\_\_\_\_ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted net tangible book value per share after this offering by approximately \$ \_\_\_\_\_, and dilution in pro forma net tangible book value per share to new investors by approximately \$ \_\_\_\_\_, assuming that the number of shares offered by us, as set forth on the

cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and the estimated offering expenses payable by us. Each increase (decrease) of 1.0 million shares in the number of shares offered by us would increase (decrease) our pro forma as adjusted net tangible book value per share after this offering by approximately \$            per share and decrease (increase) the dilution to investors participating in this offering by approximately \$            per share, assuming that the assumed initial public offering price remains the same, and after deducting the estimated underwriting discounts and commissions and the estimated offering expenses payable by us.

If the underwriters exercise their option to purchase            additional shares of our Class A common stock in full, the pro forma as adjusted net tangible book value after the offering would be \$            per share, the increase in pro forma net tangible book value per share to existing stockholders would be \$            per share and the dilution per share to new investors would be \$            per share, in each case assuming an initial public offering price of \$            per share, the midpoint of the price range set forth on the cover page of this prospectus.

The following table summarizes on the pro forma as adjusted basis described above, as of March 31, 2019, the differences between the number of shares purchased from us, the total consideration paid to us in cash and the average price per share paid by existing stockholders for shares issued prior to this offering and the price to be paid by new investors in this offering. The calculation below is based on the assumed initial public offering price of \$            per share, the midpoint of the price range set forth on the cover page of the prospectus, before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		Average Price per Share
	Number	Percent	Amount	Percent	
Existing stockholders			%\$		%\$
New investors					
Total		100%	\$	100%	\$

The foregoing tables and calculations exclude:

- § 15,528,475 shares of Class A common stock issuable upon exercise of stock options outstanding as of March 31, 2019 under our 2010 Equity Incentive Plan, or 2010 Plan, with a weighted-average exercise price of \$1.18 per share;
- §        shares of Class A common stock issuable upon exercise of stock options granted after March 31, 2019 under our 2010 Plan, with a weighted-average exercise price of \$            per share;
- §        shares of Class A common stock reserved for future issuance under our 2019 Equity Incentive Plan, or 2019 Plan, which will become effective in connection with this offering, as well as (i) any additional shares of Class A common stock that become available for issuance under the 2019 Plan (including as a result of annual increases) and (ii) any shares of Class A common stock that (A) remain available for issuance under the 2010 Plan as of immediately prior to the time our 2019 Plan becomes effective or (B) that would have otherwise returned to our 2010 Plan in accordance with its terms (which, in each case, will become available for issuance under our 2019 Plan);
- §        shares of Class A common stock reserved for future issuance under our 2019 Employee Stock Purchase Plan, or the ESPP, which will become effective on the business day prior to the public trading date of our Class A common stock, as well as any additional



shares of Class A common stock that become available for issuance under our ESPP (including as a result of annual increases); and

- § 300,000 shares of Class A common stock issuable upon exercise of outstanding warrants reclassified to purchase our Class A common stock, each with an exercise price of \$2.41 per share.

To the extent any other outstanding options or warrants are exercised, there will be further dilution to new investors. If all of such outstanding options and warrants had been exercised as of March 31, 2019, the pro forma as adjusted net tangible book value per share after this offering would be \$ , and total dilution per share to new investors would be \$ .

If the underwriters exercise their option to purchase additional shares of our Class A common stock in full:

- § the percentage of shares of common stock held by existing stockholders will decrease to approximately % of the total number of shares of our common stock outstanding after this offering; and
- § the number of shares held by new investors will increase to , or approximately % of the total number of shares of our common stock outstanding after this offering.

## SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated statement of operations data for the years ended December 31, 2017 and 2018 and the consolidated balance sheet data as of December 31, 2017 and 2018 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The following selected consolidated statement of operations data for the three months ended March 31, 2018 and 2019 and the consolidated balance sheet data as of March 31, 2019 have been derived from our unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. We have prepared the unaudited interim consolidated financial statements on the same basis as the audited financial statements and have included, in our opinion, all adjustments, consisting only of normal recurring adjustments that we consider necessary for a fair statement of the financial information set forth in those statements. Our historical results are not necessarily indicative of the results that may be expected in the future. You should read the consolidated financial data set forth below in conjunction with our consolidated financial statements

and the accompanying notes and the information in "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained elsewhere in this prospectus.

	<u>Year Ended December 31,</u>		<u>Three Months Ended March 31,</u>	
	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>
(in thousands, except share and per share data)				
<b>Consolidated Statements of Operations</b>				
<b>Data:</b>				
Operating expenses:				
Research and development	\$ 24,873	\$ 32,513	\$ 6,643	\$ 11,713
General and administrative	4,562	7,060	1,300	2,518
Total operating expenses	29,435	39,573	7,943	14,231
Operating loss	(29,435)	(39,573)	(7,943)	(14,231)
Interest and other income (expense)				
Other income	1,719	961	213	165
Interest income	152	714	56	545
Interest expense	(14)	(9)	(2)	(2)
Preferred stock warrant liability revaluation	6	(33)	20	(50)
Gain (loss) on disposal of property and equipment	48	(1)	—	(5)
Loss before income tax benefit (expense)	(27,524)	(37,941)	(7,656)	(13,578)
Benefit (expense) from income taxes	(3)	1	—	(1)
Net loss	\$ (27,527)	\$ (37,940)	\$ (7,656)	\$ (13,579)
Net loss per share—basic and diluted	\$ (2.19)	\$ (3.00)	\$ (0.61)	\$ (1.07)
Weighted average shares used to compute net loss per share—basic and diluted				
	12,568,773	12,629,167	12,560,479	12,725,551
Pro forma net loss per share—basic and diluted (unaudited)(1)				
		\$ (0.33)		\$ (0.12)
Weighted average shares used to compute pro forma net loss per share—basic and diluted (unaudited)(1)				
		116,496,883		116,593,267

	<u>December 31,</u>		<u>March 31,</u>
	<u>2017</u>	<u>2018</u>	<u>2019</u>
	(in thousands)		
<b>Consolidated Balance Sheet Data:</b>			
Cash, cash equivalents and investments	\$ 30,613	\$ 114,504	\$ 100,661
Working capital(2)	29,238	112,663	99,219
Total assets	36,112	121,684	109,126
Preferred stock warrant liability	347	380	430
Preferred stock	89,362	209,668	209,668
Total stockholders' deficit	(56,566)	(93,032)	(105,795)

(1) Gives effect to:

- § the automatic conversion of all outstanding shares of our convertible Series A preferred stock, convertible Series B preferred stock and convertible Series C1 preferred stock into 79,884,946 shares of our Class A common stock immediately upon the closing of this offering;
- § the automatic conversion of all outstanding shares of our convertible Series C2 preferred stock into 23,605,150 shares of our Class B common stock immediately upon the closing of this offering;
- § the issuance of 377,620 shares of Class A common stock upon the exercise of an outstanding warrant in connection with this offering, with an exercise price of \$0.0001 per share;
- § the automatic reclassification of warrants to purchase an aggregate of 300,000 shares of our convertible Series A preferred stock, outstanding as of March 31, 2019, into warrants to purchase an equivalent number of shares of our Class A common stock, and the related reclassification of preferred stock warrant liability to stockholders' equity; and
- § the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, each of which will occur upon the closing of this offering.

(2) Working capital represents the difference between current assets and current liabilities.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and related notes and other financial information included elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. See "Special Note Regarding Forward-Looking Statements" and "Risk Factors" for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements.*

### Overview

We are a biopharmaceutical company utilizing our differentiated platform to discover and develop novel antibody-based immunotherapeutics to treat a range of solid tumor types. While more traditional oncology drug discovery approaches attempt to generate antibodies against known targets, our approach relies on the human immune system to direct us to unique antibody-target pairs from patients experiencing a clinically meaningful, active immune response against their tumors. These unique antibody-target pairs represent a potentially novel and previously unexplored landscape of immuno-oncology targets. We believe the fact that our approach has the potential to deliver novel, previously unexplored immuno-oncology targets provides us with a significant competitive advantage over traditional approaches which focus on known targets that many companies are aware of and can pursue. We have utilized our drug discovery approach to identify over 1,400 distinct human antibodies that bind preferentially to tumor tissue from patients who are not the source of the antibody. Our lead product candidate, ATRC-101, is a monoclonal antibody with a novel mechanism of action and target derived from an antibody identified using our discovery platform. ATRC-101 reacts *in vitro* with a majority of human ovarian, non-small cell lung, colorectal and breast cancer samples from multiple patients. It has demonstrated robust anti-tumor activity as a single agent in multiple preclinical models, including one model in which PD-1 checkpoint inhibitors typically display limited activity. We anticipate filing an Investigational New Drug, or IND, application for ATRC-101 in late 2019 and initiating a Phase 1b clinical trial in patients with solid tumors in early 2020, subject to U.S. Food and Drug Administration, or FDA, approval of our IND application.

Since commencing operations in 2010, we have devoted substantially all of our resources to research and development, raising capital, building our management team and building our intellectual property portfolio. We do not have any products approved for marketing or sale and have not generated any revenue from product sales. We have funded our operations to date primarily from the sale of convertible preferred stock. We have also received more than \$14 million in payments to date under our agreement with the Bill & Melinda Gates Foundation.

We have incurred significant operating losses since our inception. Our ability to generate product revenue sufficient to achieve or sustain profitability will depend on the successful development, regulatory approval and eventual commercialization of one or more of our current or future product candidates. Our net losses were \$27.5 million and \$37.9 million for the years ended December 31, 2017 and 2018, respectively, and \$7.7 million and \$13.6 million for the three months ended March 31, 2018 and 2019, respectively. As of March 31, 2019, we had an accumulated deficit of \$110.2 million. We anticipate that a substantial portion of our capital resources and efforts in the foreseeable future will be focused on discovering, completing the necessary development, obtaining regulatory approval for and preparing for potential commercialization of our product candidates. As of March 31, 2019, we had cash, cash equivalents and investments of \$100.7 million.

We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. Our net losses may fluctuate significantly from period to period, depending on the timing of our planned preclinical studies and clinical trials and expenditures on other research and development activities. We expect our expenses will increase substantially over time as we:

- § continue preclinical studies and initiate clinical trials for ATRC-101 and initiate preclinical studies on any additional product candidates that we may pursue in the future;
- § continue research and development to expand our growing library of more than 1,400 antibodies and develop potential future product candidates from that collection;
- § continue to invest in advancing our differentiated discovery platform, and the underlying technologies including our Immune Repertoire Capture® technology;
- § seek marketing approvals for product candidates that successfully complete clinical trials;
- § maintain, protect and expand our portfolio of intellectual property rights, including patents, trade secrets and know-how;
- § implement additional operational, financial and management systems; and
- § attract, hire and retain additional administrative, clinical, regulatory and research personnel.

Furthermore, following the closing of this offering, we expect to incur additional costs associated with operating as a public company, including significant legal, accounting, insurance, investor relations and other expenses that we have not incurred as a private company.

## **Financial Operations Overview**

### ***Revenue***

We have no products approved for marketing or commercial sale and have never generated any revenue from product sales.

### ***Operating Expenses***

#### ***Research and Development***

Research and development expenses represent costs incurred in performing research, development and manufacturing activities in support of our own product development efforts and those of our collaborators, including intellectual property legal expenses, salaries, employee benefits and stock-based compensation for personnel contributing to research and development activities, laboratory supplies, outsourced research and development expenses, professional services and allocated facilities-related costs. We expense both internal and external research and development expenses as they are incurred. We do not currently allocate our costs by research and development program, as our research and development expenses include internal costs and external costs, neither of which are tracked by program. In particular, with respect to internal costs, several of our departments support multiple research and development programs. Non-refundable advance payments for services that will be used in or rendered for future research and development activities are recorded as prepaid expenses and recognized as expenses as the related services are performed.

We expect our research and development expenses to increase substantially for the foreseeable future as we continue to invest in our differentiated discovery platform to expand our pipeline of product candidates, advance our product candidates into and through preclinical studies and clinical trials and pursue regulatory approval of our product candidates. The processes of generating clinical candidates from our discovery platform and conducting the necessary preclinical and clinical research to obtain regulatory approval for those candidates is costly and time-consuming. Clinical trials generally become larger and more costly as they advance into later stages. The actual probability of success for our product candidates may be affected by a variety of factors, such as the

safety and efficacy of our product candidates, early clinical data, investment in our clinical programs, competition, manufacturing capability and commercial viability. We may never succeed in obtaining regulatory approval for any of our product candidates. As a result of the uncertainties discussed above and elsewhere in the prospectus, we are unable to determine the duration and completion costs of our research and development activities or when and to what extent we will generate revenue from the commercialization and sale of our product candidates.

#### *General and Administrative*

Our general and administrative expenses consist primarily of personnel costs, allocated facilities costs and other expenses for outside professional services, including legal, human resource, audit and accounting services.

Personnel costs consist of salaries, benefits and stock-based compensation for personnel not directly contributing to research and development activities. We expect to incur additional expenses as a result of operating as a public company, including expenses related to compliance with the rules and regulations of the SEC, Nasdaq and any other securities exchange on which our securities are traded, additional insurance expenses, investor relations activities and other administrative and professional services. We also expect to increase the size of our administrative function to support the growth of our business.

#### *Interest and Other Income (Expense)*

Other income (expense) includes other income which represents amounts received from partners for research and discovery services, interest income earned on our cash, cash equivalents and investments, interest expense, revaluation expense resulting from the liability recorded for certain preferred stock warrants and gains or losses on the periodic disposals of property and equipment.

## Results of Operations

### Comparison of the Years Ended December 31, 2017 and 2018

	Year Ended December 31,		Change	
	2017	2018	\$	%
	(in thousands)			
Operating expenses:				
Research and development	\$ 24,873	\$ 32,513	\$ 7,640	31%
General and administrative	4,562	7,060	2,498	55%
Total operating expenses	29,435	39,573	10,138	34%
Operating Loss	(29,435)	(39,573)	(10,138)	34%
Other income (expense), net:				
Other income	1,719	961	(758)	(44)%
Interest income	152	714	562	*
Interest expense	(14)	(9)	5	(36)%
Preferred stock warrant liability revaluation	6	(33)	(39)	*
Gain (loss) on disposal of property and equipment	48	(1)	(49)	*
Total other income (expense), net	1,911	1,632	(279)	(15)%
Income tax benefit (expense)	(3)	1	4	*
Net Loss	<u>\$ (27,527)</u>	<u>\$ (37,940)</u>	<u>\$ (10,413)</u>	38%

\* Not meaningful

### Research and Development

The following table summarizes our research and development expenses incurred during the respective periods:

	Year Ended December 31,	
	2017	2018
	(in thousands)	
Research and development		
Personnel-related (including stock-based compensation)	\$ 9,558	\$ 12,250
Product and preclinical contract services	6,195	8,453
Laboratory supplies and equipment	4,132	4,549
Consulting, legal and other services	1,980	3,614
Facility related	1,727	1,757
Other	1,281	1,890
Total research and development expenses	<u>\$ 24,873</u>	<u>\$ 32,513</u>

Research and development expenses increased by \$7.6 million, or 31%, during the year ended December 31, 2018 compared to the same period in 2017. The increase was primarily attributable to higher personnel-related expenses of \$2.7 million as a result of additional employee head count, a \$2.2 million increase in product and preclinical development costs primarily associated with efforts to advance ATRC-101 towards an IND application in late 2019 and a \$1.6 million increase in consulting, legal and other services costs primarily due to increasing legal costs as we work to expand our intellectual property estate around both our differentiated discovery platform and ATRC-101. Substantially all of our research and development expenses during the years ended December 31, 2017 and 2018 related to improving our discovery platform, including our Immune



Repertoire Capture® technology, continuing sponsorship of our non-interventional clinical studies to collect blood-based samples and internal and external preclinical development costs associated with ATRC-101, although to date we generally have not allocated research and development expenses to specific projects or research programs.

#### *General and Administrative*

General and administrative expenses increased by \$2.5 million, or 55%, during the year ended December 2018 compared to the same period in 2017. The increase was primarily due to a \$1.9 million increase in personnel-related expenses, including stock-based compensation, as a result of additional employee head count, as well as due to increases in facilities and legal expenses.

#### *Other Income*

Other income is comprised of amounts earned from research and discovery services provided to partners and collaborators under service agreements. Other income decreased by \$758,000 during the year ended December 31, 2018 as compared to the same period in 2017 due largely to reductions in the level of services being provided to external partners as a result of redirecting resources to internal programs, including ATRC-101.

#### *Interest Income*

Interest income increased to \$714,000 during the year ended December 31, 2018 as compared to \$152,000 during the year ended December 31, 2017 due to increased interest earned on our cash and cash equivalents balances which were significantly higher in 2018 as compared to 2017.

#### *Interest Expense*

Interest expense during the years ended December 31, 2017 and 2018 pertained to the interest portion of payments made on capital leases under which we acquired certain property and equipment.

#### *Preferred Stock Warrant Liability Revaluation*

Preferred stock warrant liability revaluation recognizes changes in the fair value of the preferred stock warrants. We recognized an expense of \$33,000 during the year ended December 31, 2018 primarily as a result of an increase in the estimated fair market value of our company during that period.

**Comparison of the Three Months Ended March 31, 2018 and 2019**

	Three Months Ended March 31,		Change	
	2018	2019	\$	%
	(in thousands)			
Operating expenses:				
Research and development	\$ 6,643	\$ 11,713	\$ 5,070	76%
General and administrative	1,300	2,518	1,218	94%
Total operating expenses	7,943	14,231	6,288	79%
Operating Loss	(7,943)	(14,231)	(6,288)	79%
Other income (expense), net:				
Other income	213	165	(48)	(23)%
Interest income	56	545	489	*
Interest expense	(2)	(2)	—	—%
Preferred stock warrant liability revaluation	20	(50)	(70)	*
Gain (loss) on disposal of property and equipment	—	(5)	(5)	*
Total other income (expense), net	287	653	366	128%
Income tax benefit (expense)	—	(1)	(1)	*
Net Loss	<u>\$ (7,656)</u>	<u>\$ (13,579)</u>	<u>\$ (5,923)</u>	<u>77%</u>

\* Not meaningful

**Research and Development**

The following table summarizes our research and development expenses incurred during the respective periods:

	Three Months Ended March 31,	
	2018	2019
	(in thousands)	
Research and development		
Personnel-related (including stock-based compensation)	\$ 2,885	\$ 4,574
Product and preclinical contract services	1,049	3,183
Laboratory supplies and equipment	1,142	1,525
Consulting, legal and other services	802	1,275
Facility related	461	1,014
Other	304	142
Total research and development expenses	<u>\$ 6,643</u>	<u>\$ 11,713</u>

Research and development expenses increased by \$5.1 million, or 76%, during the three months ended March 31, 2019 compared to the same period in 2018. The increase was primarily attributable to higher personnel-related expenses of \$1.7 million as a result of additional employee head count, a \$2.1 million increase in product and preclinical development costs primarily associated with efforts to advance ATRC-101 towards an IND application in late 2019, \$553,000 and \$383,000 of increases in facility and lab related expenses due to expansion of lab facilities and activities in an additional location, and a \$473,000 increase in consulting, legal and other services costs primarily due to increasing legal costs as we work to expand our intellectual property estate around both our differentiated discovery platform and ATRC-101.

### *General and Administrative*

General and administrative expenses increased by \$1.2 million, or 94%, during the three months ended March 31, 2019 compared to the same period in 2018. The increase was primarily due to an \$816,000 increase in personnel-related expenses, including stock-based compensation, as a result of additional employee head count, as well as due to increases in facilities and legal expenses.

### *Other Income*

Other income is comprised of amounts earned from research and discovery services provided to partners and collaborators under service agreements. Other income decreased by \$48,000 during the three months ended March 31, 2019 compared to the same period in 2018 due largely to reductions in the level of services being provided to external partners as a result of redirecting resources to internal programs, including ATRC-101.

### *Interest Income*

Interest income increased to \$545,000 during the three months ended March 31, 2019 as compared to \$56,000 during the three months ended March 31, 2018 due to increased interest earned on our cash, cash equivalents and investment balances which were significantly higher in 2019 as compared to 2018.

### *Interest Expense*

Interest expense during the three months ended March 31, 2018 and 2019 pertained to the interest portion of payments made on capital leases under which we acquired certain property and equipment.

### *Preferred Stock Warrant Liability Revaluation*

Preferred stock warrant liability revaluation recognizes changes in the fair value of the preferred stock warrants. We recognized an expense of \$50,000 during the three months ended March 31, 2019 primarily as a result of an increase in the estimated fair market value of our company during that period.

## **Liquidity and Capital Resources; Plan of Operations**

### ***Liquidity***

Due to our significant research and development expenditures, we have generated significant operating losses since inception. We have funded our operations primarily through the sale of convertible preferred stock. We have also received more than \$15 million under our agreement with the Bill & Melinda Gates Foundation to date. In September 2018, we issued and sold 53,648,060 shares of Series C convertible preferred stock for gross proceeds of approximately \$125 million. In August 2017, we issued and sold 18,008,749 shares of Series B Convertible preferred stock for gross proceeds of approximately \$35.0 million. As of March 31, 2019, we had available cash, cash equivalents and investments of \$100.7 million and an accumulated deficit of \$110.2 million.

## **Funding Requirements**

Our primary uses of cash are to fund operating expenses, which consist primarily of funding our research, preclinical and clinical development activities, and related personnel and facilities costs. The timing and amount of future funding requirements depends on many factors, including the following:

- § the scope, rate of progress, results and cost of our preclinical studies, clinical trials and other related activities;
- § the cost of process development and manufacturing of clinical supplies, and establishing commercial supplies of our product candidates and any products that we may develop;
- § the number and characteristics of product candidates that we pursue;
- § the cost, timing and outcomes of regulatory approvals;
- § the terms and timing of any other collaborative, licensing and other arrangements that we may establish;
- § the timing, receipt and amount of sales, profit sharing or royalties, if any, from our potential products;
- § the cost of preparing, filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights;
- § the extent to which we acquire or invest in businesses, products or technologies, although we currently have no commitments or agreements relating to any of these types of transactions;
- § the compliance and administrative costs associated with being a public company; and
- § the cost of attracting, hiring and retaining additional administrative, clinical, regulatory and scientific personnel.

Based on our current business plans, we believe that our existing cash, cash equivalents and investments, will be sufficient to fund our planned operations for at least 12 months from the date of this prospectus. Including the net proceeds from this offering, we believe we will have sufficient resources to fund our planned operations through . However, we will require additional funding to complete development of our product candidates and commercialize our products, if approved.

We may seek to raise any necessary additional capital through a combination of public or private equity offerings, debt financings, collaborations, strategic alliances, licensing arrangements and other marketing and distribution arrangements. There can be no assurance that we will be successful in acquiring additional funding at levels sufficient to fund our operations or on terms favorable to us. If we are unable to obtain adequate financing when needed, we may have to delay, reduce the scope of or suspend one or more of our preclinical studies and clinical trials, research and development programs or commercialization efforts. Because of the numerous risks and uncertainties associated with the development and commercialization of our product candidates and the extent to which we may enter into collaborations with third parties to participate in their development and commercialization, we are unable to estimate the amounts of increased capital outlays and operating expenditures associated with our current and anticipated preclinical studies and clinical trials. To the extent that we raise additional capital through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our product candidates, future revenue streams or research programs or to grant licenses on terms that may not be favorable to us. If we raise additional capital through public or private equity or convertible debt offerings, the ownership interest of our existing stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect our stockholders' rights. If we raise additional capital through debt financing, we may be subject to

covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends.

## Cash Flows

The following table summarizes our cash flows for the periods indicated:

	Year Ended December 31,		Three Months Ended March 31,	
	2017	2018	2018	2019
	(in thousands)			
Cash used in operating activities	\$ (25,096)	\$ (34,700)	\$ (8,097)	\$ (12,977)
Cash (used in) provided by investing activities	(8,969)	20,658	7,294	(74,428)
Cash provided by (used in) financing activities	34,289	120,304	(12)	(56)
Net increase (decrease) in cash and cash equivalents and restricted cash	<u>\$ 224</u>	<u>\$ 106,262</u>	<u>\$ (815)</u>	<u>\$ (87,461)</u>

### Cash Flows from Operating Activities

For the year ended December 31, 2018, cash used in operating activities was \$34.7 million, which consisted of a net loss of \$37.9 million, partially offset by \$2.9 million in non-cash charges and a net change of \$378,000 in our net operating assets and liabilities. The non-cash charges primarily consisted of stock-based compensation of \$1.4 million and depreciation and amortization of \$1.4 million. The change in operating assets and liabilities was primarily due to the net effect of an increase in payables and accruals of \$1.8 million and an increase in prepaid expenses and other current assets of \$1.4 million resulting from the timing of payments made for research and development activities.

For the year ended December 31, 2017, cash used in operating activities was \$25.1 million, which consisted of a net loss of \$27.5 million, partially offset by \$1.6 million in non-cash charges and a net change of \$871,000 in our net operating assets and liabilities. The non-cash charges consisted of depreciation and amortization of \$1.2 million and stock-based compensation of \$409,000. The change in operating assets and liabilities was primarily due to a decrease in prepaid expenses and other current assets of \$596,000 resulting from the timing of payments from service agreements.

For the three months ended March 31, 2019, cash used in operating activities was \$13.0 million, which consisted of a net loss of \$13.6 million, partially offset by \$1.2 million in non-cash charges and a net change of \$626,000 in our net operating assets and liabilities. The non-cash charges consisted of depreciation and amortization of \$397,000 and stock-based compensation of \$776,000. The change in operating assets and liabilities was primarily due to an increase in prepaid expenses and other current assets of \$562,000 resulting from the timing of payments from service agreements.

For the three months ended March 31, 2018, cash used in operating activities was \$8.1 million, which consisted of a net loss of \$7.7 million, partially offset by \$419,000 in non-cash charges and a net change of \$860,000 in our net operating assets and liabilities. The non-cash charges consisted of depreciation and amortization of \$326,000 and stock-based compensation of \$113,000. The change in operating assets and liabilities was primarily due to a decrease in accrued expenses of \$1.0 million resulting from the payment of annual bonus compensation.

### Cash Flows from Investing Activities

For the year ended December 31, 2018, cash provided by investing activities of \$20.7 million was primarily attributable to maturities of investments totaling \$22.4 million, partially offset by investments in property and equipment of \$1.8 million.

For the year ended December 31, 2017, cash used in investing activities of \$9.0 million was primarily related to \$7.6 million in net purchases of investments along with \$1.4 million of investments in property and equipment.

For the three months ended March 31, 2019, cash used in investing activities of \$74.4 million was primarily related to \$74.3 million in net purchases of investments. For the three months ended March 31, 2018, cash provided by investing activities of \$7.3 million was primarily related to \$7.4 million in net maturities of investments.

### Cash Flows from Financing Activities

For the year ended December 31, 2018, cash provided by financing activities of \$120.3 million was related primarily to \$125.0 million in cash proceeds received from the September 2018 issuance of our Series C convertible preferred stock, net of \$4.7 million of issuance costs.

For the year ended December 31, 2017, cash provided by financing activities of \$34.3 million was related primarily to \$35.0 million in cash proceeds received from the August 2017 issuance of our Series B convertible preferred stock, net of \$667,000 of issuance costs.

For the three months ended March 31, 2018 and 2019, cash used in financing activities of \$12,000 and \$56,000, respectively, primarily related to the payment of lease obligations.

### Contractual Obligations and Other Commitments

The following table summarizes our contractual obligations as of March 31, 2019:

	Payments Due by Period				Total
	Less than 1 Year	1 to 3 Years	4 to 5 Years	More than 5 Years	
	(in thousands)				
<b>Contractual obligations:</b>					
Operating lease obligations	\$ 3,378	\$ 4,500	\$ —	\$ —	\$ 7,878
Capital lease obligations	52	93	—	—	145
Total contractual obligations	<u>\$ 3,430</u>	<u>\$ 4,593</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 8,023</u>

The operating lease obligations noted above represent operating lease obligations related to our currently occupied premises at 500 Saginaw Drive in Redwood City, California. These leases expire in the first half of 2020 and we are currently evaluating locations for a new corporate headquarters. Additionally, in January 2019, we entered into a commercial lease agreement for an additional 33,000 square feet of office space in a separate facility. The lease term commenced on March 1, 2019 and expires 36 months from the commencement date. The initial base rent is approximately \$181,000 per month and represents a total minimum rental commitment under the lease of approximately \$6.7 million.

The capital lease obligations noted above represent certain property and equipment we acquired under capital leases. In 2017, we financed purchases of \$226,000 in equipment under a capital

lease agreement. Outstanding amounts under the capital lease agreements are generally secured by liens on the related property and equipment.

In addition, we enter into contracts in the normal course of business with contract research organizations for preclinical and clinical studies as well as with contract development manufacturing organizations for the manufacture of materials for those studies. These agreements generally provide for termination at the request of either party with less than one-year notice and are, therefore, cancelable contracts and not reflected in the table above.

### **Off-Balance Sheet Arrangements**

Since inception, we have not engaged in any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

### **Quantitative and Qualitative Disclosures about Market Risk**

The primary objectives of our investment activities are to ensure liquidity and to preserve capital. We are exposed to market risks in the ordinary course of our business. These risks include interest rate sensitivities. We held cash, cash equivalents and investments of \$114.5 million and \$100.7 million as of December 31, 2018 and March 31, 2019, respectively. We generally hold our cash in interest-bearing money market accounts. Historical fluctuations in interest rates have not been significant for us. Due to the short-term maturities of our cash equivalents and the low risk profile of our investments, an immediate 100 basis point change in interest rates would not have a material effect on the fair market value of our cash equivalents or investments.

### **Critical Accounting Policies and Estimates**

Our management's discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with generally accepted accounting principles. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenue generated, and reported expenses incurred during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in the notes to our financial statements included elsewhere in this prospectus, we believe that the following critical accounting policies are most important to understanding and evaluating our reported financial results.

### ***Research and Development Expenses and Accrued Research and Development Costs***

We expense research and development costs as incurred. Research and development expenses consist of personnel costs for our research and product development employees. Also included are non-personnel costs such as professional fees payable to third parties for preclinical studies, clinical trials and research services, laboratory supplies and equipment maintenance and depreciation, intellectual property licenses and other consulting costs.

We estimate preclinical studies, clinical trials and research expenses based on the services performed, pursuant to contracts with research institutions that conduct and manage preclinical studies, clinical trials and research services on our behalf. We estimate these expenses based on discussions with management and external service providers as to the progress or stage of

completion of services and the contracted fees to be paid for such services. We record the estimated costs of research and development activities based upon the estimated amount services provided but not yet invoiced, and include these costs in development expenses. We accrue for these costs based on factors such as estimates of the work completed and in accordance with agreements established with our third party service providers under the service agreements. We make significant judgments and estimates in determining the accrued liabilities balance in each reporting period. As actual costs become known, we adjust our accrued liabilities. We have not experienced any material differences between accrued costs and actual costs incurred. However, the status and timing of actual services performed may vary from our estimates, resulting in adjustments to expense in future periods. Changes in these estimates that result in material changes to our accruals could materially affect our results of operations. Payments associated with licensing agreements to acquire exclusive license to develop, use, manufacture and commercialize products that have not reached technological feasibility and do not have alternate future use are expensed as incurred.

Payments made to third parties under these arrangements in advance of the performance of the related services by the third parties are recorded as prepaid expenses until the services are rendered. We evaluate these payments for current or long-term classification based on when we expect to receive these services.

### **Stock-Based Compensation**

We maintain a stock-based compensation plan as a long-term incentive for employees, consultants and members of our board of directors. The plan allows for the issuance of non-statutory options, or NSOs, incentive stock options, restricted stock and restricted stock units to employees and NSOs to nonemployees.

Stock-based payments are measured using fair-value-based measurements and recognized as compensation expense over the service period in which the awards are expected to vest. Our fair-value-based measurements of awards to employees and directors as of the grant date utilize the single-option award-valuation approach, and we use the straight-line method for expense attribution. The valuation model used for calculating the estimated fair value of stock awards is the Black-Scholes option-pricing model. The Black-Scholes model requires us to make assumptions and judgments about the variables used in the calculations, including the expected term (weighted-average period of time that the options granted are expected to be outstanding), the expected volatility of our common stock, the related risk-free interest rate and the expected dividend. We have elected to recognize forfeitures of stock-based payment awards as they occur.

For stock-based awards issued to non-employees, we record expense related to stock options based on the fair value of the options calculated using the Black-Scholes option-pricing model over the service performance period.

The Black-Scholes option-pricing model requires the use of highly subjective assumptions which determine the fair value of stock-based awards. These assumptions include:

- § *Expected Term.* The expected term represents the period that stock-based awards are expected to be outstanding. The expected term for option grants is determined using the simplified method. The simplified method deems the term to be the average of the time-to-vesting and the contractual life of the stock-based awards.
- § *Expected Volatility.* Since we have been privately held and do not have any trading history for our common stock, the expected volatility was estimated based on the average volatility for comparable publicly traded biotechnology companies over a period equal to the



expected term of the stock option grants. The comparable companies were chosen based on their similar size, stage in the life cycle or area of specialty.

- § *Risk-Free Interest Rate.* The risk-free interest rate is based on the U.S. Treasury zero coupon issues in effect at the time of grant for periods corresponding with the expected term of option.
- § *Expected Dividend.* We have never paid dividends on our common stock and have no plans to pay dividends on our common stock. Therefore, we used an expected dividend yield of zero.

### ***Fair Value of Common Stock***

Historically, for all periods prior to this initial public offering, the fair values of the shares of common stock underlying our stock-based awards were determined on each grant date by our board of directors. Given the absence of a public trading market for our common stock, our board of directors exercised reasonable judgment and considered a number of objective and subjective factors to determine the best estimate of the fair value of our common stock, including our stage of development; our actual operating results and financial performance; progress of our research and development efforts; conditions in the industry and economy in general; the rights, preferences and privileges of our convertible preferred stock relative to those of our common stock; the likelihood of achieving a liquidity event for the holders of our common stock, such as an initial public offering or a sale of our company, given prevailing market conditions; equity market conditions affecting comparable public companies; the lack of marketability of our common stock and the results of independent third party valuations. Valuations of our common stock were prepared by an unrelated third party valuation firm in accordance with the guidance provided by the American Institute of Certified Public Accountants 2013 Practice Aid, Valuation of Privately-Held-Company Equity Securities Issued as Compensation.

For our valuations performed prior to August 31, 2018, we used the Option Pricing Model Backsolve method to estimate the fair value of our common stock. In an option pricing method, or OPM, framework, the backsolve method for inferring the equity value implied by a recent financing transaction involves making assumptions for the expected time to liquidity, volatility and risk-free rate and then solving for the value of equity such that value for the most recent financing equals the amount paid. Furthermore, as of each of the valuation dates prior to August 31, 2018, we were at an early stage of development and future liquidity events were difficult to forecast. We applied a discount for lack of marketability to account for a lack of access to an active public market.

For valuations on or after August 31, 2018, we utilized a hybrid approach that primarily relies on the probability-weighted expected return method, or PWERM, an accepted valuation method under the American Institute of Certified Public Accountants Practice Guide, for determining the fair value of our common stock. The PWERM is a scenario-based analysis that estimates the value per share of common stock based on the probability-weighted present value of expected future equity values for the common stock, under various possible future liquidity event scenarios, in light of the rights and preferences of each class of stock, discounted for a lack of marketability. Under our hybrid approach, the Option Pricing Model Backsolve approach was utilized to determine the fair value of our common stock in certain of the scenarios used in the PWERM approach.

After the closing of this offering, our board of directors will determine the fair value of each share of underlying common stock based on the closing price as reported on the date of grant on the primary stock exchange on which our common stock is traded.

The intrinsic value of all outstanding options as of March 31, 2019 was \$                      million based on \$                      per share, the midpoint of the price range set forth on the cover page of this prospectus.

## **Recent Accounting Pronouncements**

See Note 2 to our audited financial statements included elsewhere in this prospectus for more information.

## **Internal Control over Financial Reporting**

In connection with the audit of our financial statements, we and our independent registered public accounting firm identified a material weakness in our internal control over financial reporting. The material weakness related to a lack of application-based controls inherent in our enterprise resource planning, or ERP, system used for maintaining our financial books and records. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis. If we fail to establish and maintain effective internal control over financial reporting in the future, our operating results and our ability to operate our business could be harmed.

We are implementing measures designed to improve our internal control over financial reporting to remediate this material weakness. We have implemented a new ERP system that is our system of record for our financial books and records from January 1, 2019 forward. This new ERP system has strong application-based controls inherent in its design that provide a much stronger internal control infrastructure for financial reporting and for our internal control procedures. With the oversight of senior management and our audit committee, we have begun taking steps to remediate the underlying causes of the material weakness.

We and our independent registered public accounting firm were not required to perform an evaluation of our internal control over financial reporting as of December 31, 2017 and 2018 in accordance with the provisions of the Sarbanes-Oxley Act. Accordingly, we cannot provide assurance that we have identified all, or that we will not in the future have additional, material weaknesses. Material weaknesses may still exist when we report on the effectiveness of our internal control over financial reporting as required by reporting requirements under Section 404 of the Sarbanes-Oxley Act after the completion of this offering.

## **Emerging Growth Company Status**

We are an emerging growth company, as defined in the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies.

We elected to use this extended transition period for complying with new or revised accounting standards, including but not limited to the new lease accounting standard, that have different effective dates for public and private companies until the earlier of the date that we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, these financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates. We early adopted Accounting Standards Update 2014-09, *Revenue from Contracts with Customers* (Accounting Standards Codification Topic 606), and Accounting Standards Update 2018-07, *Improvements to Nonemployee Share-Based Payment Accounting* (Accounting Standards

*Codification Topic 718*), as the JOBS Act does not preclude an emerging growth company from early adopting a new or revised accounting standard earlier than the time that such standard applies to private companies. We expect to use the extended transition period for any other new or revised accounting standards during the period in which we remain an emerging growth company.

We will remain an emerging growth company until the earliest of (i) the last day of our first fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenues of at least \$1.07 billion or (c) in which we are deemed to be a large accelerated filer, which means the market value of our common stock that is held by non-affiliates exceeds \$700.0 million as of the prior June 30th and (ii) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period.

## BUSINESS

### Overview

We are a biopharmaceutical company utilizing our differentiated platform to discover and develop novel antibody-based immunotherapeutics to treat a range of solid tumor types. While more traditional oncology drug discovery approaches attempt to generate antibodies against known targets, our approach relies on the human immune system to direct us to unique antibody-target pairs from patients experiencing a clinically meaningful, active immune response against their tumors. These unique antibody-target pairs represent a potentially novel and previously unexplored landscape of immuno-oncology targets. We believe the fact that our approach has the potential to deliver novel, previously unexplored immuno-oncology targets provides us with a significant competitive advantage over traditional approaches which focus on known targets that many companies are aware of and can pursue. We have utilized our drug discovery approach to identify over 1,400 distinct human antibodies that bind preferentially to tumor tissue from patients who are not the source of the antibody. Our lead product candidate, ATRC-101, is a monoclonal antibody with a novel mechanism of action and target derived from an antibody identified using our discovery platform. ATRC-101 reacts *in vitro* with a majority of human ovarian, non-small cell lung, colorectal and breast cancer samples from multiple patients. It has demonstrated robust anti-tumor activity as a single agent in multiple preclinical models, including one model in which PD-1 checkpoint inhibitors typically display limited activity. We anticipate filing an Investigational New Drug, or IND, application for ATRC-101 in late 2019 and initiating a Phase 1b clinical trial in patients with solid tumors in early 2020, subject to U.S. Food and Drug Administration, or FDA, approval of our IND application.

Our discovery process begins by gathering blood samples, mostly through company-sponsored non-interventional clinical studies, from cancer patients before, during and after they undergo treatment, which can induce an active anti-tumor immune response. Through this process, we have built a broad repository of over 1,200 samples from over 400 donors, representing over 25 different solid tumor types. We identify those patients with clinically meaningful responses to therapy, defined as those that reach validated surrogate endpoints of complete or partial response, stable disease for six months, or long-term progression-free survival. For those patients, we then examine their samples for rare antibody-producing B cells called plasmablasts that are elevated during an active immune response. We believe that these human immune responses, which often occur over an extended period of time, generate antibodies accessible with our platform that would be difficult to obtain through shorter term, non-human immunization or *in vitro* strategies.

If plasmablasts are elevated in a particular sample, we then employ a multi-step process to generate a potential product candidate. We start by isolating single plasmablasts and determining the sequences of the co-expressed antibody genes using our proprietary Immune Repertoire Capture® technology. We analyze these sequences to select antibodies, which we synthesize as recombinant proteins. We then test these antibodies to identify those that bind to tumor tissue from patients who are not the source of the antibody, referred to as non-autologous tumor tissue, preferentially over normal tissue. We then analyze these "hit" antibodies using a number of *in vitro* and *in vivo* assays, and often make structural changes to generate leads. A select number of these leads are refined further using protein engineering to enhance their drug-like properties as we identify and characterize their targets in parallel prior to initiating preclinical development and IND-enabling studies.

### **Key attributes of our discovery platform**

We take an "open-aperture" approach to drug discovery, in which we are not limited by preconceptions of what constitutes a viable antibody or target. We instead allow the human immune system to direct our efforts. We believe this approach provides us access to a broad underexploited

antibody and drug target space. Our approach may lead us to antibodies that are unlikely to have arisen via more traditional approaches with targets that otherwise may not have been discoverable. We believe our approach and discovery platform provide us with the ability to:

- § Generate antibodies made by the human immune system.
- § Deliver potentially useful antibodies at a high rate and in a scalable fashion.
- § Access a potentially large and underexploited tumor target space.
- § Identify antibody-target pairs.
- § Generate candidates that direct the immune system to attack tumor tissue.
- § Develop potential treatments for large populations of patients across multiple tumor types.

### ***Our lead product candidate: ATRC-101***

Our lead product candidate, ATRC-101, is a monoclonal antibody derived from an antibody identified using our discovery platform and having robust preclinical anti-tumor activity. ATRC-101 functions through a novel mechanism of action, which we refer to as Driver Antigen Engagement. Driver Antigen Engagement involves systemic delivery of an agent that causes extensive remodeling of the tumor microenvironment and the destruction of tumor cells via both the innate and adaptive immune systems. We believe that the mechanism of action and target of ATRC-101 are unlike those of other anti-tumor antibodies that have been or are currently in clinical development. We have identified the target of ATRC-101 as a ribonucleoprotein (RNP) complex. ATRC-101 binds to target reconstituted *in vitro* using a single recombinant protein, polyadenylate-binding protein 1, and *in vitro* transcribed poly(A) RNA.

ATRC-101, currently our only product candidate, represents one of over 1,400 antibodies that we have identified to date through our discovery platform that may have potential to generate broad anti-tumor activity via a variety of mechanisms of action. While we believe that we will be able to exploit our growing library of novel antibodies in order to develop product candidates with additional distinct and compelling mechanisms of action for tumor destruction, many of these antibodies will likely not yield product candidates for a variety of reasons. For example, we have identified antibodies that can be coupled to T cell-activating domains in a bispecific format to kill tumor cells; others that directly target tumor cells leading to immune cell-mediated killing; and others that internalize upon binding to tumor cells and therefore may be able to deliver coupled toxins, but less than 25% of the antibodies in our hit library demonstrate one of these mechanisms. In addition, in order to be able to develop product candidates from our hit library in certain of these mechanisms, such as bispecific T cell engagers and antibody-drug conjugates, we will need to partner with biotech companies that have developed technologies that enable engineering our antibodies into these formats. We are actively pursuing such collaborative partnerships, and plan to allocate resources to these efforts as part of our shift to focus our drug discovery efforts around building out a proprietary pipeline of clinical candidates.

### ***Our management team and institutional investors***

We are led by a highly experienced management team with deep scientific and technical expertise and broad experience in discovering, developing and commercializing antibody therapeutics in oncology. Members of our executive team have founded multiple biopharmaceutical companies and have experience in senior roles at leading oncology firms including Genentech, Merck, Amgen, Pfizer, MedImmune and ARMO Biosciences. The breadth of our team's experience includes leading informatics and computational biology teams at Genentech and Merck, running clinical trials for novel antibody constructs at Amgen and leading the launch and commercialization of multiple products at Relysa and the BioOncology Business Unit at Genentech. Additionally, members of our team have served as faculty members, established new laboratories or led research

initiatives at institutions including the University of California, Berkeley and the Fred Hutchinson Cancer Research Institute.

Since our founding, we have raised a total of \$219 million in equity financing primarily from leading institutional investors including funds managed by Aisling Capital, Boxer Capital of the Tavistock Group, Cormorant Asset Management, EcoR1 Capital, Redmile Group, Samsara BioCapital and Tekla Capital Management. For more information on our investors, see "Principal Stockholders".

## Our Strategy

Our goal is to become a leading biopharmaceutical company by utilizing our differentiated platform to discover and develop antibody-based therapeutics against novel targets. In pursuit of that strategy we intend to:

- § **Rapidly advance our lead product candidate, ATRC-101, into clinical trials in multiple types of solid tumors.** ATRC-101 is the first candidate identified using our discovery platform that we plan to advance into clinical trials. ATRC-101 displays broad reactivity across a variety of human solid tumor samples and has demonstrated potent single-agent anti-tumor activity in preclinical models via a unique mechanism of action, which we term Driver Antigen Engagement. We intend to file an IND application with the FDA for ATRC-101 in late 2019 and to evaluate this candidate in the clinical setting as both a monotherapy and in combination with other agents in multiple types of solid tumors.
- § **Continue efforts to develop a pipeline of antibody-based product candidates for oncology.** While our only product candidate that we are currently moving into clinical development is ATRC-101, we have utilized our differentiated drug discovery approach to identify over 1,400 distinct human antibodies targeting human tumors that can potentially provide the basis for additional product candidates. Our ongoing efforts are focused on identifying, analyzing and refining antibodies to generate clinical candidates that take advantage of various mechanisms of action and novel targets. We engineer some of our antibodies into various drug formats, such as bispecific antibodies, to drive anti-tumor activity. We intend to build out a proprietary pipeline of product candidates addressing large populations of patients across a range of solid tumors. We currently own worldwide rights to the oncology product candidates derived from our platform.
- § **Continue to invest in our discovery platform for applications within oncology and potential indications outside of oncology.** A key pillar of our discovery platform is our proprietary sample repository, which includes over 1,200 blood-derived samples sourced from over 400 patients representing over 25 different types of solid tumors. We plan to expand the scope of our repository and enhance other portions of our platform in order to maintain our leadership position in the identification of novel targets in non-autologous tumor tissue and antibodies that bind to them. We also plan to enhance our capabilities to translate these proprietary findings into product candidates. We believe our differentiated approach may have applications across a variety of diseases that involve an active immune response, including some outside of oncology.
- § **Selectively enter into collaborations to enhance and expand our product pipeline as well as our drug development capabilities.** We believe that the single agent anti-tumor activity of many of the antibodies discovered using our platform could be enhanced by incorporating potential collaborator technologies. We intend to selectively form collaborations with partners to gain access to complementary technologies and expertise in order to develop product candidates with increased potential for anti-tumor activity. We may

also enter into agreements to extend the reach of our platform outside oncology, such as our existing agreement with the Bill & Melinda Gates Foundation.

- § **Continue to expand our intellectual property portfolio to further protect our discovery platform and the novel product candidates it may generate.** The intellectual property surrounding our platform consists of patents and patent applications, trade secrets and know-how, and we plan to expand our intellectual property as we continue to develop our platform. We also intend to protect our product candidates by pursuing composition-of-matter and method-of-use patents typical for antibody-based therapeutics. Furthermore, as our platform identifies novel antibody-target pairs in which a human antibody may bind to a previously underappreciated target in a useful manner, we plan to pursue additional intellectual property supporting our candidates deriving from their interactions with targets.

## Our Strengths

We believe that the following key attributes and assets will enable us to execute on our strategy and become a leading biopharmaceutical company:

- § Lead immunotherapeutic product candidate directed at potentially large patient populations across multiple oncology indications with a novel mechanism of action and robust preclinical data.
- § Strongly differentiated and industrialized discovery platform that accesses a potentially large and underexploited target space to generate product candidates derived from human immune responses targeting tumors.
- § Growing library of more than 1,400 human antibodies directed to targets in non-autologous tumor tissue that can be exploited to generate product candidates.
- § Deep scientific, research and development and operational expertise supporting the discovery and development of cutting-edge product candidates.
- § Leading institutional investors with a long-term outlook and alignment with our management to build a pioneering company.

## Background on Cancer and Cancer Immunotherapeutics

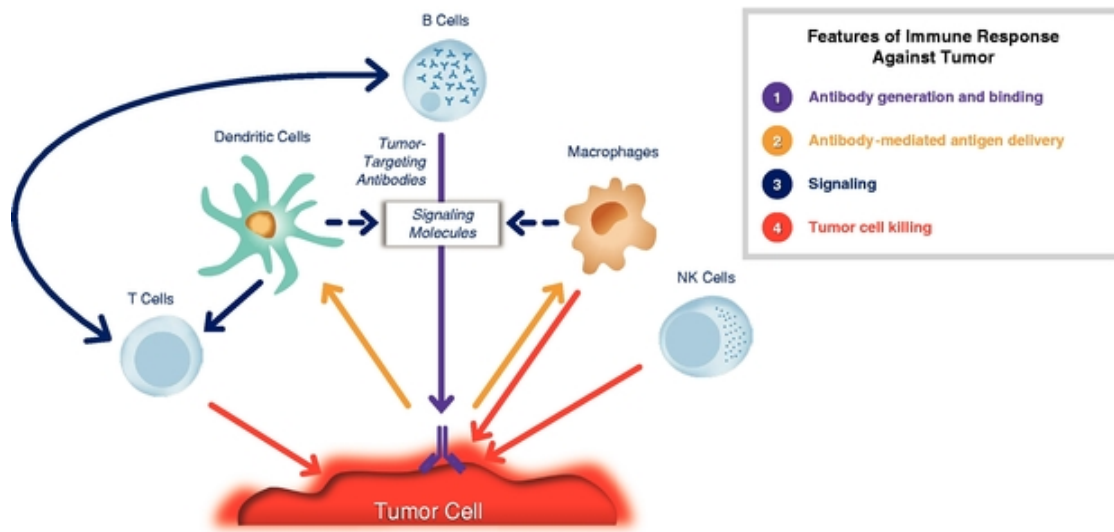
Cancer is a broad group of diseases in which cells divide and grow in an uncontrolled fashion, often spreading and forming malignancies that invade other parts of the body. According to the Centers for Disease Control and Prevention, cancer is the second leading cause of death in the United States with more than 600,000 deaths annually. In 2018, there were an estimated 1.7 million new cases of cancer diagnosed.

The most common methods of treating patients with cancer are surgery, radiation and drug therapy. Among cancer drug therapies, cancer immunotherapy, sometimes referred to broadly as immuno-oncology, is playing an increasingly important role. The goal of cancer immunotherapy is to direct a patient's own immune system to destroy tumor tissue. Though challenges remain, immuno-oncology products have enjoyed substantial commercial success.

### *The immune system*

The immune system detects and defends the human body from invading pathogens and identifies and eliminates abnormal cells. It is comprised of two subsystems: the innate and adaptive immune systems. The innate immune system includes cells such as macrophages, dendritic cells and natural killer, or NK, cells. The adaptive immune system provides an evolving defense mechanism and includes B cells, which generate antibodies, and T cells, which are responsible for cell-mediated adaptive immunity.

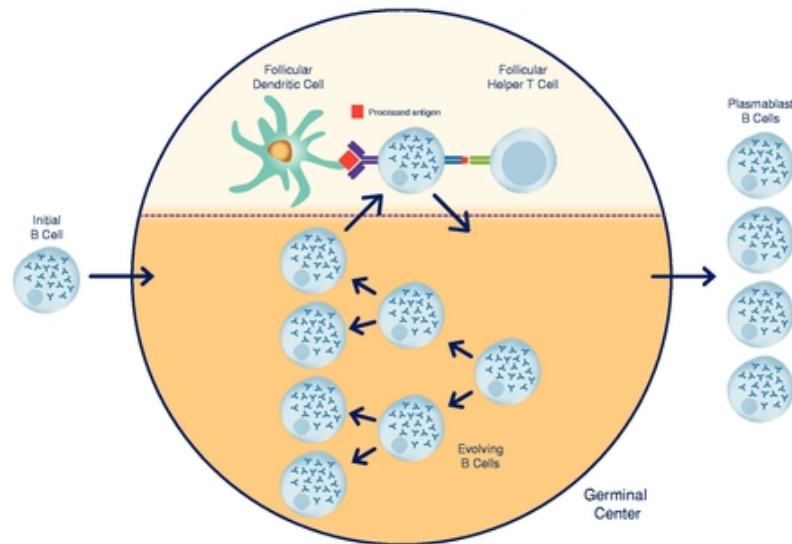
Immune cells such as T cells, macrophages and NK cells can kill tumor cells directly. Other immune cells are involved in destroying tumor cells more indirectly, via shaping the immune response overall and by influencing and directing these killing cells. Signaling molecules, such as cytokines, which are made by many immune cells, play an important role in shaping immune responses, and some cells, such as dendritic cells and B cells, are involved in instructing T cells via cell-to-cell contacts. The antibodies made by B cells function by binding to the target or antigen they are generated against. Antibodies that bind to tumor cell targets play multiple roles in anti-tumor immune responses: to act as "signposts" for NK cells and macrophages to identify and kill tumor cells, to stimulate macrophages and dendritic cells and to enable them to instruct T cells how to target and kill tumor cells. Various players involved in the adaptive immune system and the innate immune system are illustrated in the figure below:



**Affinity maturation and plasmablasts generation.** B cells evolve during an active immune response to produce antibodies that bind to their targets with increasing specificity and affinity. Antigens are the targets, or portions of targets, that induce an adaptive immune response. The process through which B cell antibodies become better at recognizing and binding to their antigens is called affinity maturation. Affinity maturation takes place in tissues called germinal centers, which are located in lymph nodes and elsewhere, often near tumors. B cells enter the germinal centers, where they encounter types of dendritic cells and T cells, termed "follicular", that present to them processed antigens, including tumor antigens. The antigen presentation provides signals to drive both division of the B cell and mutation in its antibody protein sequences. The better the binding by its antibody to antigen, the stronger the signal a B cell receives to divide and evolve its antibody sequences. Eventually, through rounds of this process driven by antigen binding, groups of B cells with evolved, related antibodies, or clonal families, are generated and released from the germinal centers as B cells called plasmablasts. These cells can be found in the blood, and elevated numbers



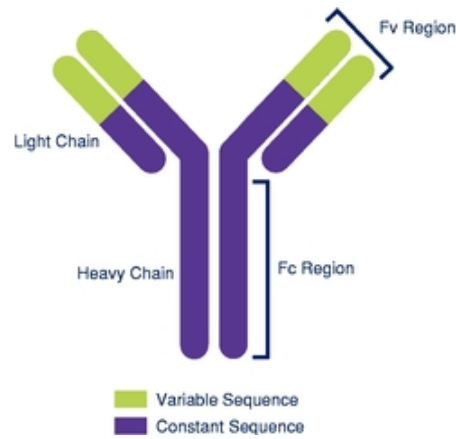
of plasmablasts indicate an active immune response. The affinity maturation process and plasmablast generation are illustrated in the figure below:



Affinity maturation is capable of evolving antibodies that can bind well to antigens of many different molecular types. It is thought that the immune system is capable of generating an antibody that can bind to virtually any antigen. Thus, plasmablasts and their antibodies may, in principle, provide a means to identify the targets of an active immune anti-tumor response.

**Components of an antibody.** An antibody belongs to one of five classes (IgG, IgM, IgA, IgE or IgD) and, for IgG or IgA, belong to a specific subclass, such as IgG1 and IgG2a. An antibody of the IgG class is a Y-shaped protein made of two copies each of two different protein chains, called the heavy chain and the light chain. The heavy chain and light chain each have variable sequences, tailored typically by affinity maturation, that differ substantially from antibody to antibody, as well as sequences that are nearly constant among IgG antibodies, differing slightly across IgG subclasses. The variable sequences of one heavy chain and one light chain together form a functional region called the variable, or Fv, region, and as a result, each IgG antibody has two Fv regions. The Fv region is the portion of an antibody that binds to its antigen. Because Fv regions are formed from variable sequences, they are typically different across antibodies. Another important functional region of an antibody is formed by the constant sequences of the two heavy chains together and is called the Fc region. The Fc region does not interact with antigens but rather interacts with components of the immune system, including immune system cells. It interacts with these cells through a family of receptors expressed by these cells called IgG Fc receptors, or FcRs. These interactions allow antibodies to generate signals in and to be used by immune cells. Different types of immune system cells typically express different subsets of FcRs. Due to sequence differences, Fc regions differ across species and need to be matched with species-specific FcRs for maximum potency. Fc regions also differ enough in sequence across IgG subclasses within a species to bind with different

potencies to different FcRs. The following is a visual representation of the components that make up an antibody:



### ***Current immunotherapeutic approaches***

First-generation immunotherapies included early cancer vaccines, immune stimulants such as interferon- $\alpha$  and interleukin-2, and other cytokine drugs. These early immunotherapies provided important validation of the immune system's potential to treat cancer but were hindered by significant limitations such as low response rates and side effects.

As the field of immuno-oncology has evolved, new cancer immunotherapy approaches have emerged, including cellular and immune cell-engaging therapies, immunomodulators, antigen-directed therapies and checkpoint inhibitors. These approaches have built upon advances in our understanding of immune system function and tumor biology to create sophisticated therapeutic interventions intended to promote and enhance the body's immune response to cancer. Checkpoint inhibitors in particular have shown promising therapeutic effect and have been incorporated into the current standard of care for many types of cancer. Despite this broad adoption, only a minority of patients demonstrate clinical benefit from checkpoint inhibition. For example, a meta-analysis of 12 published well-controlled trials of PD-1 or PD-L1 checkpoint inhibitors found that 2.2% of patients achieved complete responses compared with 0.5% of control patients. Partial responses were seen in 18.9% of treated patients compared to 8.9% of control patients. These results are indicative of a significant treatment gap, representing a large, unmet need for the majority of cancer patients who fail to obtain clinical benefit from currently available therapeutics.

### ***Challenges in cancer immunotherapy drug discovery and development***

The development of cancer immunotherapies typically requires the identification of a therapeutic target and generation of a molecule, often an antibody, to interact with that target. Historically, this discovery of targets for cancer immunotherapies has been driven by genetic sequencing and proteomic analysis of tumors as well as by hypotheses regarding how the binding to particular targets by antibodies, among other approaches, might impact disease. Once a target has been established, drug developers generate a human or humanized antibody to engage that target. Today, human antibodies are generated in multiple organisms, including humanized rodents, and in multiple *in vitro* discovery systems.

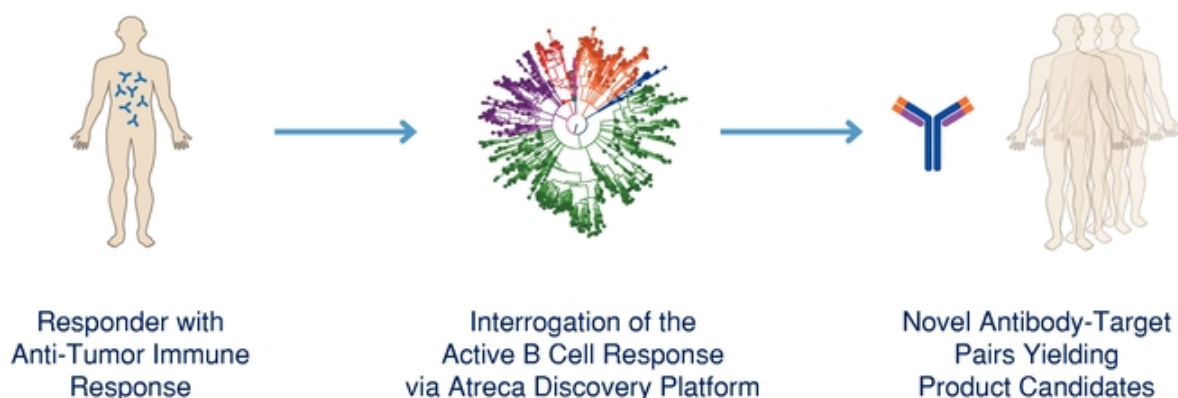
We believe this process suffers from certain limitations, including:

- § focus on a limited set of potential targets relative to the full range of potential targets that exist;

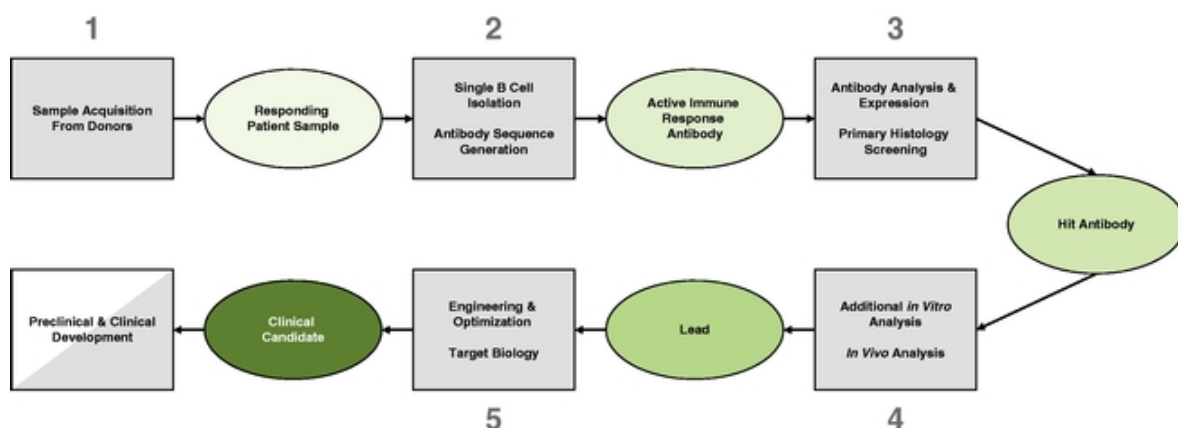
- § identifying traditional amino acid-based protein antigens, but generally not other classes of potential tumor targets;
- § targets having potentially uncertain therapeutic relevance; and
- § generating antibodies relying on non-human systems that interact with targets outside their physiological context over a relatively brief period of time.

## Our Solution: The Atreca Drug Discovery Platform

We believe we may be able to address certain key limitations of the current immuno-oncology drug discovery paradigm by focusing on the common phenomenon driving clinical responses in cancer immunotherapy—an active human anti-tumor immune response. Our platform allows us to interrogate an active B cell response within an individual cancer patient to identify novel and relevant antibody-target pairs, which may enable us to develop antibody-based product candidates to treat large populations of patients with solid tumors. The figure below illustrates the overall concept of our drug discovery approach:



We built our discovery platform to enable the pursuit of our open-aperture approach to drug discovery and development. The steps in our process are as follows:



1. Our discovery process begins by gathering blood samples, mostly through company-sponsored non-interventional clinical studies, from cancer patients before, during and after they undergo treatment, which can induce an active anti-tumor immune response. We identify those patients with clinically meaningful responses to therapy, defined as those that reach validated surrogate endpoints of complete or partial response, stable disease for six months, or long-term progression-free survival. For those patients, we then examine their samples for rare antibody-producing B cells called plasmablasts that are elevated during an active immune response. We have built a broad repository of over 1,200 samples from over 400 donors, representing over 25 different solid tumors.

2. If we determine plasmablasts are elevated in a particular sample, we then isolate single plasmablasts and sequence the co-expressed heavy and light chain antibody genes. To do this, we use our proprietary Immune Repertoire Capture® technology, which enables us to accurately reconstruct the original antibody sequences from a single B cell in parallel with other B cells in the sample.
3. We analyze these sequences and select antibodies to synthesize as recombinant proteins for further analysis in the laboratory. We generally select approximately one percent of the identified antibodies for wet-lab analysis. In this group, we identify hit antibodies that bind to tumor tissue from patients who are not the original source of the antibody and bind to tumor tissue preferentially over normal tissue.
4. We analyze the hit antibodies in a series of *in vitro* and *in vivo* assays, including multiple animal models. In some cases, we, alone or in the future with partners, may add, remove, or alter protein or other molecular components as we analyze the antibodies to generate relevant function, such as T cell engagement via a "bispecific" format. We refer to the antibodies or antibody-derived entities that we select for advancement from these assays as leads.
5. Finally, we convert some of these leads into potential clinical candidates by engineering them to enhance their binding, activity, stability, manufacturability and other properties. In parallel, we also conduct analyses to identify and characterize the antibody target.

For additional information on our drug discovery platform and approach please see the section titled "Business—The Atreca Discovery Platform".

## Key Attributes of our Discovery Platform

We believe our approach and discovery platform provide us with the following competitive advantages:

*Our leads are derived from antibodies made by the human immune system.* The antibodies from which we derive our leads have been generated by fully human immune systems in a fully human biological context. This suggests, and our experience confirms, that our antibodies will generally express well as recombinant proteins. They also have been generated through a process of affinity maturation and therefore typically have good affinity and specificity. Our antibodies are generated in human immune responses typically over many months, which we believe allows us to discover antibodies that would be difficult to obtain through shorter term, non-human immunization or *in vitro* strategies.

*Our platform delivers potentially useful antibodies at a high rate and in a scalable fashion.* The high rate at which our platform delivers potentially useful hit antibodies allows us to use multiple strategies and formats for generating pipeline assets, and provides the potential for multiple collaborations. This productivity also allows us to focus on the most promising hits and leads. Our hit generation process is also scalable and can continue to be expanded cost-effectively.

*We are accessing a potentially large and underexploited tumor target space.* Based on our current data as well as our understanding of the immune response, we believe we are accessing a potentially large and underexploited tumor target space. The human immune system recognizes a vast target space, which includes targets generated by phenomena such as variation in usage of parts of genes (exons), attachment of sugars (glycosylation) and other non-protein molecules, molecular complex formation, protein folding, expression and localization. We believe our differentiated platform and approach provide us access to yet-to-be explored opportunities.

*Our platform identifies antibody-target pairs.* Our discovery platform identifies antibodies binding to particular targets selected by the human immune response that generated the antibodies.

This is differentiated from traditional antibody drug discovery approaches, which require the separate development of an antibody directed to a predetermined target. We believe that our approach may provide an expedited path for discovering novel candidates that are more relevant for treating tumors.

*Our platform delivers candidates that direct the immune system to tumor.* Our approach is distinct from other strategies that interrupt signaling pathways between immune cells and tumor cells, such as checkpoint inhibitors, as well as other strategies that interrupt growth promoting pathways, such as HER2 and EGFR. We believe that our candidates can direct immune responses against tumors via multiple strategies, with different antigen-target pairs having different utility depending upon the format used.

*Our product candidates have the potential to treat large populations of patients across multiple tumor types.* In contrast with personalized therapies, our platform delivers candidates that bind to tumor from multiple patients beyond the donor patient. Our data suggest that many of these shared tumor targets will be expressed in multiple solid tumor types, increasing the potential range and utility of our treatments.

We believe that the significant time and capital we have invested in developing, refining and applying our differentiated discovery platform have provided us first-mover advantages and created barriers to entry. For example, establishing our non-interventional clinical studies to obtain patient samples, enabling longitudinal analyses, required approximately 1 to 2 years. We built our bioinformatics expertise in assembling and analyzing our antibodies over seven years of operations. Our hit antibody generation process has been enhanced to deliver hits at a high rate, has already generated over 1,400 hit antibodies and is supported by a growing intellectual property portfolio. Additionally, our investments of capital and time to build industrialized wet-lab and supporting bioinformatics capacity across our platform, including the time required to identify and hire very qualified personnel, were substantial.

## Our Multiple Approaches for Drug Development

We classify potential leads based on mechanism of action, rather than by target. We are currently pursuing programs with distinct mechanisms of action, including:

Mechanism of Action	Description	Current Status
<b>Driver Antigen Engagement</b>	Tumor target binding by antibody activates the innate and adaptive immune systems to modify the tumor microenvironment and destroy tumor	ATRC-101 preclinical data demonstrate this mechanism of action and we are working to identify other antibody-target pairs that are active via this mechanism of action
<b>T Cell Engagers</b>	"Bispecifics" link tumor-targeting domains to domains that bind to T cells, simultaneously activating and directing T cells to the tumor for cell killing via T cell-dependent cellular cytotoxicity (TDCC)	Approximately 6% of our hit antibody Fv regions test positive in a single bispecific format in TDCC assays (>375 hit antibodies analyzed)
<b>Directed Killing</b>	With antibody-dependent cellular cytotoxicity (ADCC) or antibody-dependent cellular phagocytosis (ADCP), antibodies direct innate immune cells to kill tumor upon binding to them	Approximately 17% of our hit antibodies test positive in ADCC or ADCP assays (>375 hit antibodies analyzed)
<b>Toxin-Conjugates (ADCs)</b>	Cellular toxins are conjugated to internalizing tumor-targeting antibodies to generate cytotoxicity	Approximately 2% of our hit antibodies test positive in internalization assays (>700 hit antibodies analyzed)

## Our Lead Candidate: ATRC-101 for the Treatment of Solid Tumors

### Overview

ATRC-101 is a monoclonal antibody derived from an antibody identified using our discovery platform. We believe that ATRC-101 may have broad potential as an immunotherapeutic agent in a range of solid tumors. ATRC-101 reacts *in vitro* with a majority of human ovarian, non-small cell lung, colorectal and breast cancer samples from multiple patients. It has also demonstrated robust anti-tumor activity as a single agent in multiple preclinical syngeneic tumor models, including one model in which PD-1 checkpoint inhibitors typically display limited activity. ATRC-101 has also demonstrated preclinical activity in combination with other immunotherapeutics, including PD-1 checkpoint inhibitors. Both the mechanism of action of ATRC-101, which we refer to as Driver Antigen Engagement, and its target appear unlike those of other anti-tumor antibodies that have been or are currently in clinical development. In histology studies, we did not observe binding above background levels across a range of normal human tissues. Additionally, in repeat-dose safety studies in both mice and non-human primates, we did not observe a safety signal.

Before we can receive marketing approval for ATRC-101 from the FDA or other regulatory authorities, we must complete preclinical studies and then conduct extensive clinical trials to demonstrate the safety and efficacy of ATRC-101 in humans. We anticipate filing an IND for ATRC-101 in late 2019 and launching a Phase 1b clinical trial in patients with solid tumors in early 2020. Assuming we observe an acceptable safety profile, we then anticipate dosing ATRC-101 in combination with a PD-1 checkpoint inhibitor. ATRC-101 demonstrates the ability of our platform to generate antibody candidates with novel targets and mechanisms of action.

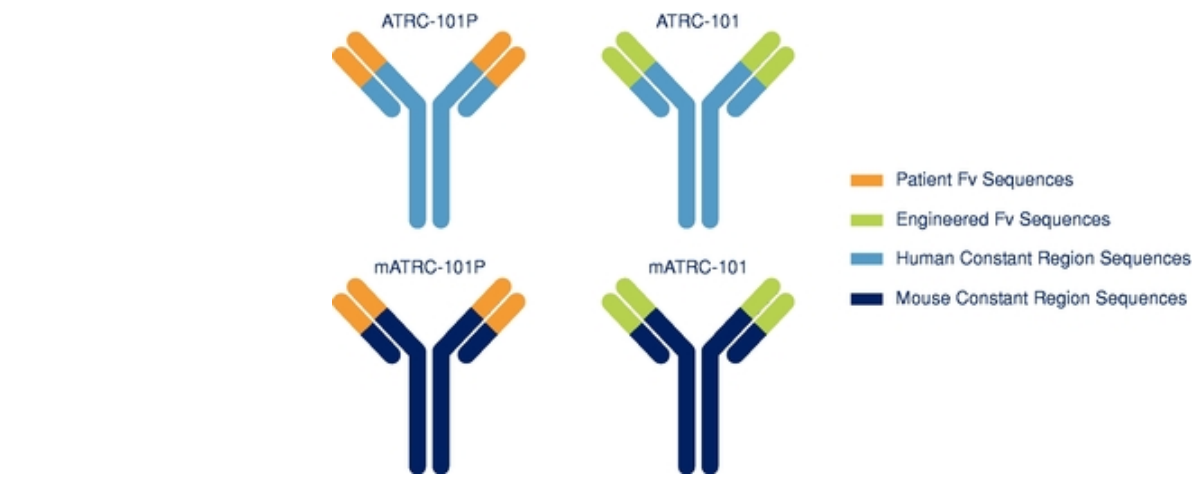
We own worldwide rights to ATRC-101 and have filed multiple U.S. provisional patent applications relating to ATRC-101 and other variants. We intend to submit a nonprovisional patent application in the first quarter of 2020.

### Derivation of ATRC-101

ATRC-101 is the product candidate antibody that incorporates engineered versions of the Fv regions of an antibody found through our discovery platform by analyzing a sample from a lung adenocarcinoma patient who had benefited from immunotherapy. In order to generate ATRC-101, we made changes to the protein sequence of the antigen-binding Fv portion of the original patient antibody, and we grafted this modified Fv onto constant region sequences of the IgG1 subclass that have been used in other, successfully developed antibody drugs. We made these changes to the Fv portion to increase the antibody's drug-like qualities, such as stability and manufacturability, to reduce the risk of potential immunogenicity and to enhance its activity. The antibody we generated from these changes is our product candidate, ATRC-101.

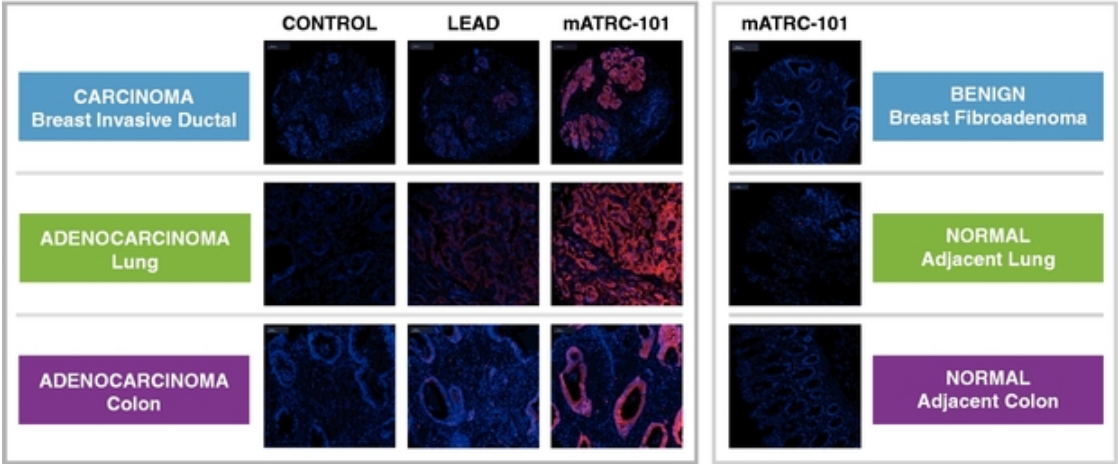
ATRC-101P is a fully human antibody with the patient's original and non-engineered Fv sequences, which was used in certain preclinical studies. Also during preclinical work, versions of ATRC-101 and ATRC-101P were used in which mouse constant region sequences were substituted for human constant region sequences. We refer to these antibodies as mATRC-101 and mATRC-101P. This substitution did not change the function of the Fv region, but it permitted a better evaluation of ATRC-101 and ATRC-101P in preclinical studies. For example, we usually made this substitution for syngeneic mouse tumor model studies, to enable better interaction of the antibody with FcRs on mouse immune cells, and in histological analyses on human tissue, to reduce

background signal. The various versions of the antibody that were used in preclinical studies are illustrated below:



**Human tumor reactivity**

We have tested the ability of ATRC-101 (as mATRC-101) to bind to its target in a range of tumor types derived from many different patients. Within tumors, mATRC-101 binds predominantly to tumor cells and not stroma or immune cells. Additionally, we have not observed binding above background levels in a panel of 30 normal human tissues, as assessed by an independent pathologist. In the following images, the reactivity of mATRC-101P ("Lead"; second column) and mATRC-101 (third column) relative to a control antibody (first column) in multiple types of tumor tissue (carcinoma) is illustrated (red reflects tissue reactivity). Furthermore, the lack of reactivity of mATRC-101 in normal or benign tissues corresponding to those carcinomas is also illustrated.

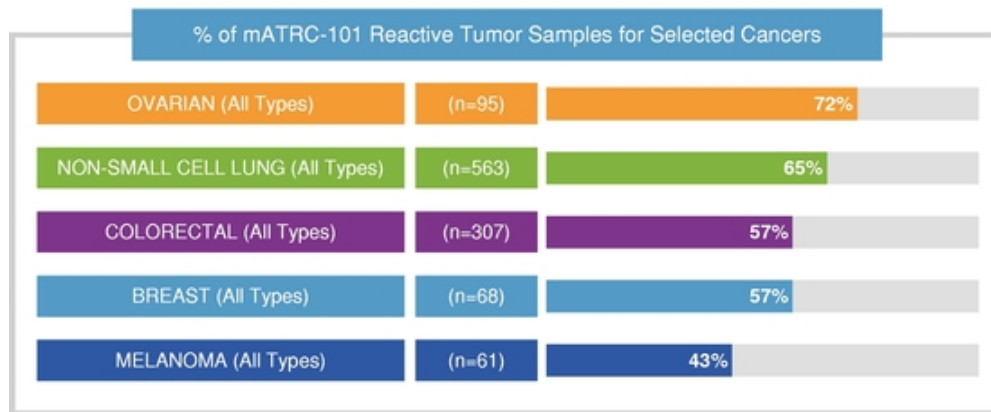


**Example of mATRC-101 reactivity in human tumor and adjacent non-tumor tissue**

Profiling the reactivity of mATRC-101 has shown that the antibody recognizes a tumor target in non-autologous tumor tissue. mATRC-101 also reacts across multiple tumor types. Across a set of over 1,000 human tumor samples, mATRC-101 had moderate or greater reactivity (score of <sup>3</sup> 2 on a scale of 0-4 and with <sup>3</sup> 40% of tumor cells positive) to tumors in 72% of all ovarian cancer, 65% of all non-small cell lung cancer, 57% of all colorectal cancer, 57% of all breast cancer and 43% of

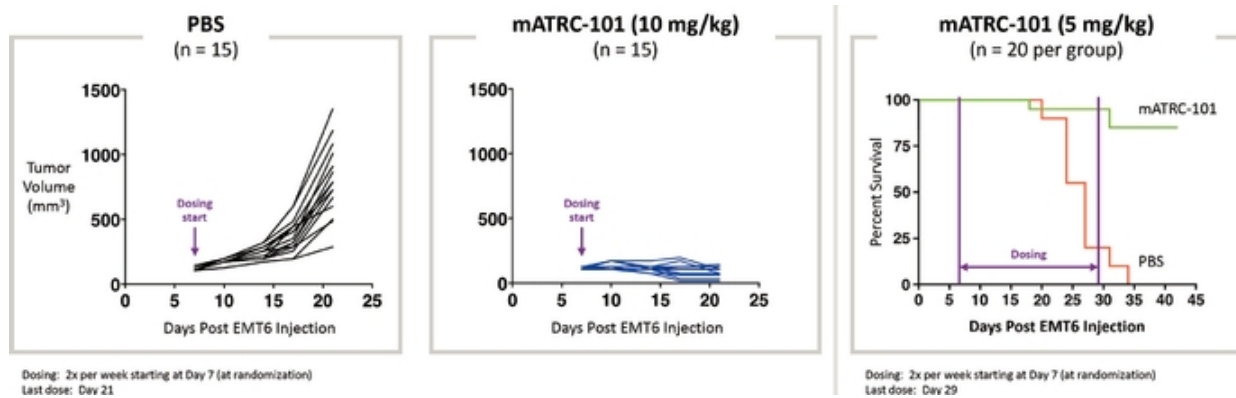


all melanoma. Reactivity was higher in particular subsets of these cancers; for example, over 80% of serous cystadenocarcinoma ovarian cancer tumors were reactive.



### Activity in tumor models

ATRC-101 (as mATRC-101) has demonstrated potent anti-tumor activity in the EMT6 mouse model. In contrast, PD-1 checkpoint inhibitors have only modest efficacy in this model, which is considered a model of the "T cell-excluded" tumor phenotype in patients. In this syngeneic tumor model, in which mice possess fully intact and functional immune systems, cancer cells were injected and tumors were allowed to grow before the mice were dosed with mATRC-101. At a dose of 10 mg/kg twice per week, tumor growth was completely suppressed and the tumors eliminated, with a significant effect on survival at a dose of 5 mg/kg twice per week compared to control (phosphate buffered saline, or PBS). In the first two panels below, the mice were sacrificed on day 21.

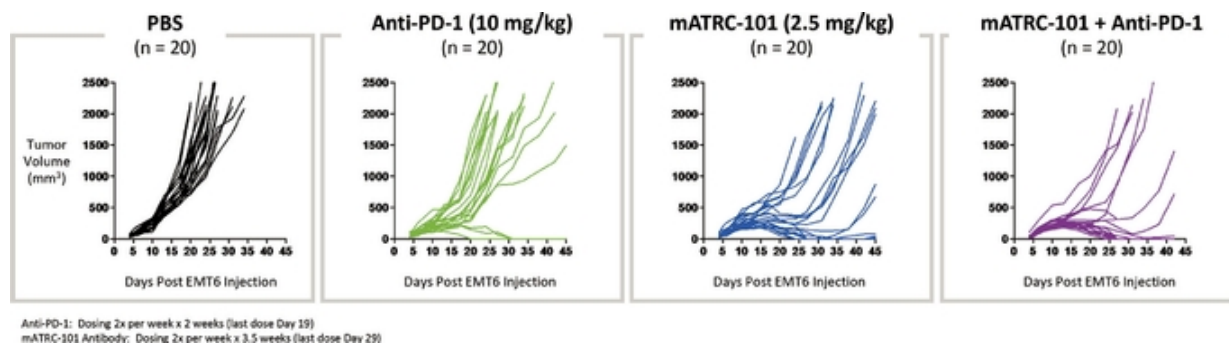


### Anti-tumor activity and survival benefit of mATRC-101 in EMT6 mouse model

In a direct comparison, mATRC-101 dosed at 2.5 mg/kg twice per week had more anti-tumor activity in the EMT6 model than did an anti-PD-1 antibody dosed at 10 mg/kg twice per week.



Furthermore, dosing an anti-PD-1 (10 mg/kg) antibody with mATRC-101 (2.5 mg/kg) enhanced the anti-tumor activity observed.



#### mATRC-101 anti-tumor activity is enhanced by dosing with an anti-PD-1 antibody

Additionally, although we have more limited data, we have observed anti-tumor activity following mATRC-101 administration in the CT26 mouse model. In the CT26 model, which is differentiated from the EMT6 model and in which PD-1 and CTLA-4 checkpoint inhibitors can display more anti-tumor activity than in the EMT6 model, tumor growth was significantly suppressed ( $p < 0.01$ ) by dosing with mATRC-101, with statistically significant ( $p < 0.01$ ) positive effects on survival.

#### Target of ATRC-101

We have identified the target of ATRC-101 as a ribonucleoprotein (RNP) complex. ATRC-101 binds to target reconstituted *in vitro* using a single recombinant protein, polyadenylate-binding protein 1, and *in vitro* transcribed poly(A) RNA. The target components were initially identified through experiments involving immunoprecipitation and mass spectrometry. ATRC-101 appears to bind selectively to its target in tumor tissue despite the fact that the target components are present widely across normal tissues.

#### Summary of safety studies

**Normal tissue binding.** In initial studies, we assessed binding of ATRC-101 (using mATRC-101) in a range of normal human tissues using immunohistochemistry. Using a concentration of antibody that readily detected its target in tumor tissue, we did not observe a definitive signal across a range of 30 different normal human tissues, including cerebrum, cerebellum, heart, lung, liver, kidney, pancreas, stomach, spleen and salivary gland.

**In vivo safety assessments.** In initial studies, ATRC-101 was administered in four repeat doses over four weeks to non-human primates. Repeat doses of up to 100 mg/kg were well-tolerated, and no definitive safety signals were observed across a range of parameters including cytokines in the serum, which were not influenced by ATRC-101 dosing. Similarly, in initial studies in tumor-bearing (EMT6 model) and normal mice, repeat dosing of up to 30 mg/kg for five doses over 15 days with both ATRC-101 and mATRC-101 were well-tolerated, with no definitive safety signals observed across a range of parameters, including serum cytokine levels.

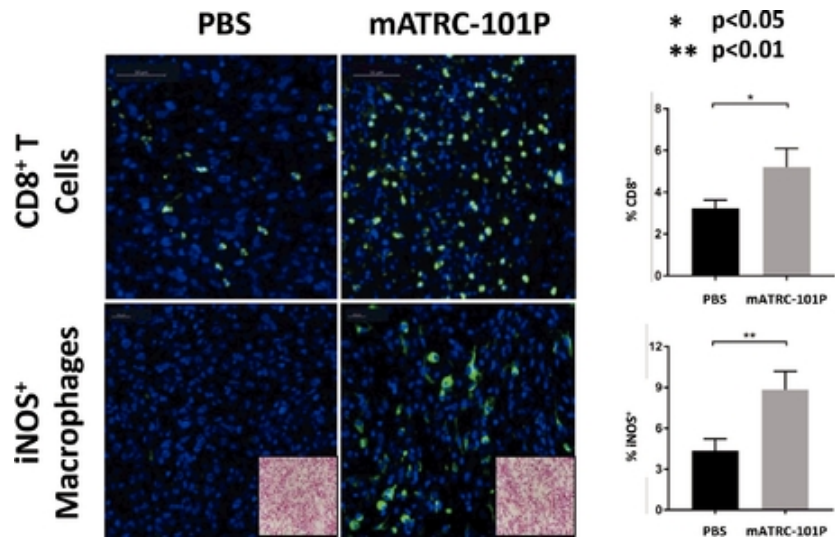
#### In vivo studies to define cellular mechanism of action

We initially select Fv regions of the antibodies identified from cancer patients using our discovery platform based on their ability to recognize tumor tissue selectively and not based on any

presumption of their targets or mechanisms of action. Our investigations into the mechanism of action of ATRC-101 (as mATRC-101P) revealed that:

- §     Dosing with mATRC-101P leads to
  - §       Remodeling of the tumor microenvironment;
  - §       Destruction of neoplastic cells in tumor tissue; and
  - §       Induction of an "immune memory" against the tumor.
  
- §     Activity of mATRC-101P *in vivo* requires
  - §       Interactions of its Fc region with innate immune cell FcRs;
  - §       A functional adaptive immune system; and
  - §       CD8<sup>+</sup> T cells.

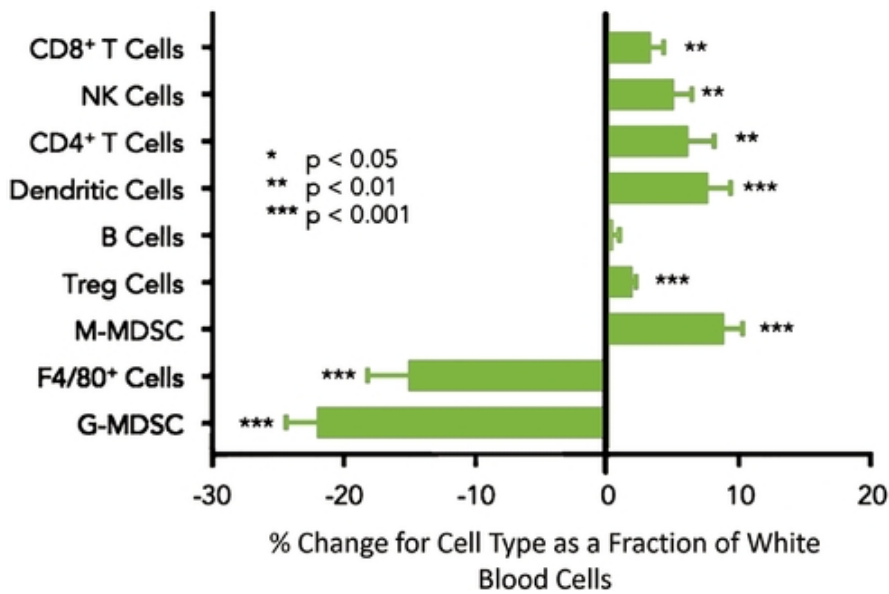
*Remodeling of the tumor microenvironment.*   mATRC-101P leads to a statistically significant increase in CD8<sup>+</sup> T cells, also referred to as cytotoxic T cells, and M1-polarized macrophages (as measured by inducible nitric oxide synthase, or iNOS, expression) in tumors from treated animals, as assessed by quantitative immunohistochemistry. This is shown in the image below with mATRC-101P demonstrating increases in CD8<sup>+</sup> T cells and M1-polarized macrophages (green) in the tumor microenvironment. The presence of both of these cell types indicates a shift to a more anti-tumorigenic tumor microenvironment. In the figure below, the insets within the lower quadrants are a standard H&E stain of the tumor tissue.



**Changes in CD8<sup>+</sup> T cell and M1-polarized (iNOS<sup>+</sup>) macrophages in EMT6 tumor in response to mATRC-101P**

We confirmed, using quantitative analysis via flow cytometry of relative levels of different types of immune cells found in tumors from animals treated with mATRC-101P, that mATRC-101P dosing resulted in broad changes to the immune cell population in the tumor microenvironment. In addition to significant increases in CD8<sup>+</sup> T cells in tumors relative to the total immune cell population, as was shown in the figure above, there were also increases in the relative levels of other immune cells associated with an anti-tumorigenic microenvironment, such as NK cells, CD4<sup>+</sup> T cells as a group, and dendritic cells. Relative increases were also observed in other immune cell types typically viewed as having immunosuppressive roles such as regulatory T cells (Treg) and monocytic myeloid derived suppressor cells (M-MDSCs). The largest changes in the microenvironment caused by

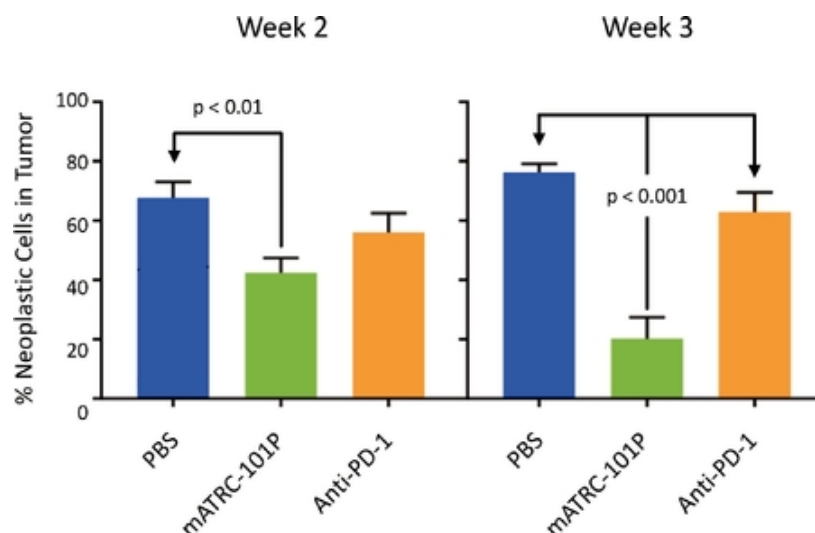
mATRC-101P treatment were significant decreases in the fraction of immune cells represented by F4/80<sup>+</sup> cells, also known as tumor-associated macrophages, and granulocytic myeloid derived suppressor cells (G-MDSCs), both of which are thought to be immunosuppressive and pro-tumorigenic. These broad changes involving cells from both the innate and adaptive immune system point to significant shifts in the constitution of immune cells in the tumor microenvironment, which we believe contribute to the activity seen in multiple animal tumor models.



**Changes in selected white blood cell populations in EMT6 tumor microenvironment induced by mATRC-101P**

*Destruction of neoplastic cells in tumor tissue.* These changes in the tumor microenvironment are also associated with killing fast-growing (neoplastic) cells, rather than other causes of tumor shrinkage. As shown in the figure below, dosing with mATRC-101P, relative to control (PBS), results in a statistically significant decrease in the percentage of neoplastic cells measured at week 2 in tumors in the EMT6 model. Dosing with mATRC-101P also results in a statistically significant

decrease in the percentage of neoplastic cells measured at week 3, relative to both PBS and dosing with an anti-PD-1 antibody.

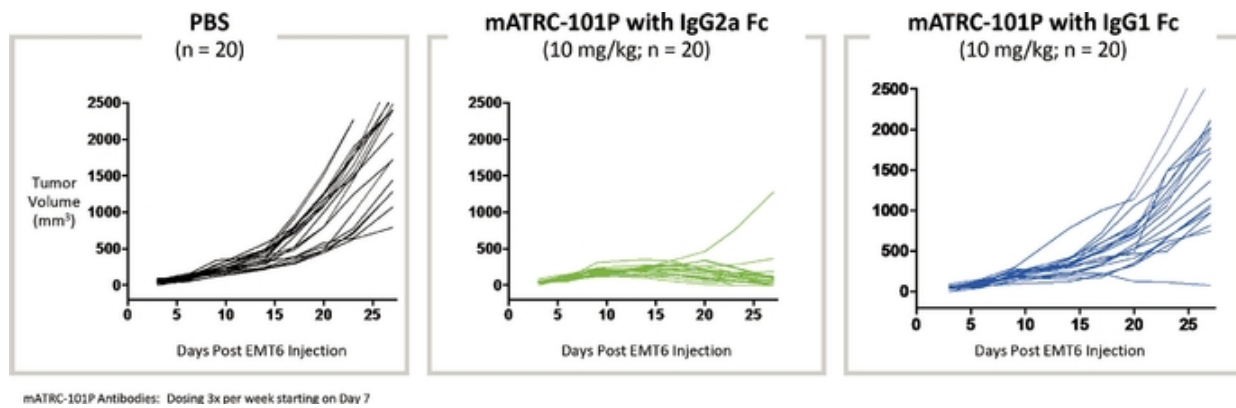


#### Changes in neoplastic cells in EMT6 tumor in response to treatment with mATRC-101P and anti-PD-1 antibody

**Induction of an "immune memory" against the tumor.** Mice implanted with EMT6 cells whose tumors had been eliminated following dosing of 5-20 mg/kg with mATRC-101P as a single agent showed resistance to developing new tumors when re-implanted with EMT6 at a different site approximately three weeks after the last dose. This washout period is believed to be sufficient for the levels of mATRC-101P to be reduced to negligible amounts. Of 31 mice re-challenged with EMT6 tumor cells without additional treatment, 30 did not develop tumors over a five-week observation period, compared to the control group where all 20 of the animals did develop tumors during the same time period. These results are consistent with the development of immune memory, a property that arises from active engagement of the adaptive immune system.

**Requirement for interactions with innate immune cell FcRs.** Activity of mATRC-101P requires interaction of its Fc region with FcRs on innate immune cells (such as dendritic cells and macrophages). First, if a version of the Fc region is used on mATRC-101P that is mutated so that it binds poorly to signaling FcRs on immune cells (N297A), then anti-tumor activity is dramatically decreased. Second, as shown in the diagram below, if we use a mouse IgG1 version of the Fc region, which does not bind well to two types of signaling FcRs found only on innate immune cells is used on mATRC-101P, instead of an IgG2a version, which binds well to these FcRs, then anti-tumor activity is largely eliminated. Thus, the anti-tumor activity is dependent upon the Fc region of the antibody interacting with FcRs on innate immune cells. This mechanism of action is differentiated

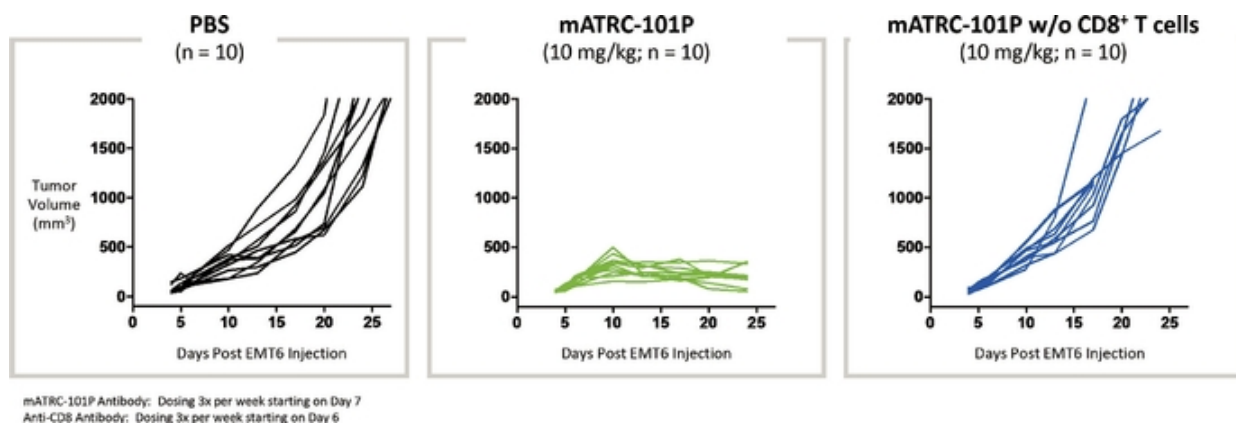
from those of checkpoint inhibitors and related compounds that target receptor-ligand pairs that are involved in the regulation of immune cell activity.



#### Dependence of anti-tumor activity of mATRC-101P on Fc region

**Requirement for a functional adaptive immune system.** mATRC-101P does not have activity in the EMT6 model if the mouse strain used has a dysfunctional adaptive immune system. The EMT6 tumor model was run in mice that lacked T cells (nude mice), and which therefore lacked a functional B cell response as well. In other words, these mice lack a functional adaptive immune system but otherwise have an intact innate immune system. Activity of mATRC-101P was not observed in these mice.

**Requirement for CD8<sup>+</sup> T cells.** Further evidence for involvement of the adaptive immune system comes from the dependence of mATRC-101P on cytotoxic CD8<sup>+</sup> T cells. Dosing of mATRC-101P in combination with an anti-CD8 antibody, which depletes CD8<sup>+</sup> T cells, completely blocks anti-tumor activity in the EMT6 tumor model as shown in the figure below.



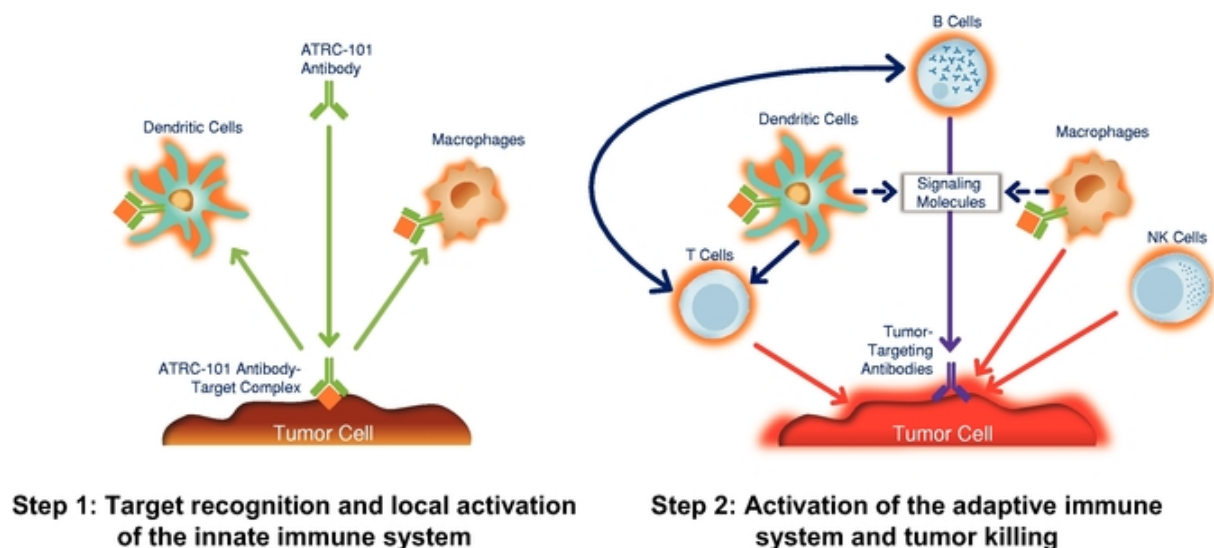
#### Dependence of anti-tumor activity of mATRC-101P on cytotoxic CD8<sup>+</sup> T cells

##### ATRC-101 mechanism of action: Driver Antigen Engagement

Based on our detailed *in vivo* studies of mATRC-101P, we believe that we have identified a novel mechanism of action for an oncology therapeutic, which we term Driver Antigen Engagement, involving both the innate and adaptive immune systems. Activation of the innate immune system

appears local to the tumor as we observed no significant changes in circulating levels of cytokines. Furthermore, the requirement for an adaptive immune system differentiates the mechanism of ATRC-101 from those of other antibodies that rely on the innate immune system for activity, for example NK cell-mediated ADCC (antibody-dependent cellular cytotoxicity).

**Driver Antigen Engagement.** After systemic administration, we believe ATRC-101 will find and bind to its tumor-specific target, facilitating the delivery of the target to tumor-resident innate immune cells via their FcRs, which then will activate these cells. Activated innate immune cells are thought to change their behavior and to secrete cytokines and other inflammatory signaling molecules, which together lead to anti-tumorigenic changes in the tumor microenvironment. These activated innate immune cells and the modified tumor microenvironment then will promote an adaptive immune response involving at least cytotoxic CD8<sup>+</sup> T cells, which attack and destroy the tumor cells. Thus, this target, a driver antigen, drives a tumor-destroying immune response involving both innate and adaptive arms of the immune system. Driver antigens have been observed in the context of autoimmune disease, in which normal tissues are attacked by the immune system, initially using specific antigens present in healthy tissue (for example, citrullinated proteins in rheumatoid arthritis). The image below depicts ATRC-101's Driver Antigen Engagement mechanism of action:



### Clinical trials

We believe that ATRC-101 has the potential to become an important treatment for solid tumors based on several factors: its broad reactivity across different types of human solid tumor samples; its differentiated mechanism of action; its potent preclinical anti-tumor activity; and its safety profile observed to date in preclinical studies. We intend to file an IND application with the FDA for ATRC-101 in late 2019 and, subject to authorization from the FDA, initiate a Phase 1b clinical trial in patients with solid tumors in early 2020. The FDA has communicated to us that, while it reserves the right to make final determinations upon reviewing our IND application, it is supportive of our proposed approach towards preclinical safety assessments and overall clinical trial design, including starting dose.

We expect our initial trial will be an open-label, dose escalation, monotherapy trial with an adaptive 3+3 design in which we will enroll patients with tumor types limited to those for which ATRC-101 demonstrated a reactivity of at least 50% in preclinical studies, initially: ovarian, non-small cell lung, colorectal and breast cancers. Major objectives for the trial are to determine a maximum

tolerated dose or recommended dose for future studies and to characterize the safety of ATRC-101 in enrolled subjects. Other goals include characterization of potential biomarkers and initial clinical activity. We will retrospectively analyze target expression on subject tumor tissue with a prototype *in vitro* diagnostic test currently under development.

Assuming ATRC-101 can be dosed safely as a single agent, we plan to expand this initial trial to include dosing ATRC-101 in combination with a PD-1 checkpoint inhibitor in patients who do not respond to checkpoint inhibitors.

## **Our Lead Generation Programs**

### ***Driver Antigen Engagement***

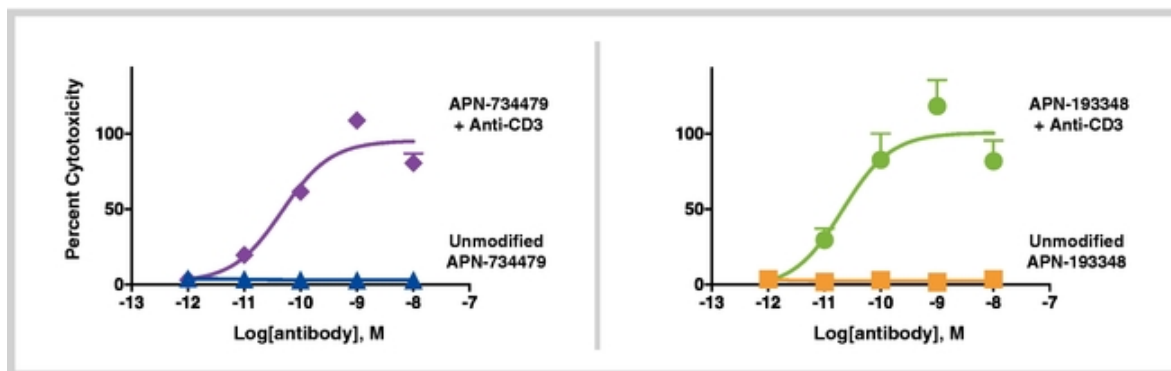
We believe the mechanism of action of ATRC-101 involves systemic delivery of an agent that causes remodeling of the tumor microenvironment and the destruction of tumor cells via both the innate and adaptive immune systems. With our knowledge of the target of ATRC-101, we believe other targets may exist that are capable of driving such activity when bound by an antibody. We are therefore working to discover and develop distinct antibodies binding other targets that utilize this novel mechanism of action.

### ***T cell engagers***

Our hit antibodies are defined by their ability to react with non-autologous tumor tissue preferentially over normal adjacent tissue. In principle, therefore, their Fv regions can be used to direct cells of the immune system, such as T cells, to tumor cells. Furthermore, if the T cells can be activated when they are brought to the tumor cell, then tumor cell killing can occur. This "T cell engagement" is a well-validated approach utilized in both approved and clinical stage products. In this approach, tumor-targeting domains derived from antibodies are linked to protein domains that typically bind to a particular protein (CD3) on the surface of T cells, both bringing the T cell to the tumor cell while simultaneously activating it. These antibody-derived biologics are sometimes termed "bispecific", in that they are capable of binding to two different targets: the tumor target and the T cell target.

We are pursuing the discovery and development of bispecifics using our proprietary collection of novel tumor-targeting antibodies. To screen for the potential utility of an antibody-target pair, we first use antibody sequence information to create a bispecific T cell engager in one or more formats. We then test this bispecific for activity *in vitro* in an industry-standard assay for T cell dependent cellular cytotoxicity (TDCC). In this assay, primary human T cells isolated from a patient blood sample are co-incubated with tumor cells. The bispecific, in which the antibody-derived portion from our hit library is known to interact with the tumor cell, is added into the assay, and tumor cell killing is assessed over time. In this assay, a number of our hit antibodies converted into bispecifics display significant tumor cell killing activity. Our current data suggest that, using a single bispecific format, approximately 6% of our hit antibody Fv regions test positive in TDCC assays (>375 hit antibodies analyzed). In the figures below, two antibodies that have been converted into a bispecific T cell engager format display tumor cell killing activity, with approximately 100% cytotoxicity in the assay observed at a low nanomolar concentration of each bispecific, while the unmodified antibodies do not show cytotoxic activity in the assay at any concentrations tested.





Measurement of cytotoxic activity in TDCC assay

In the future, we may selectively pursue partnerships to access additional bispecific formats, technologies and know-how in order to discover and develop T cell engagers based on novel antibody-target pairs discovered using our platform.

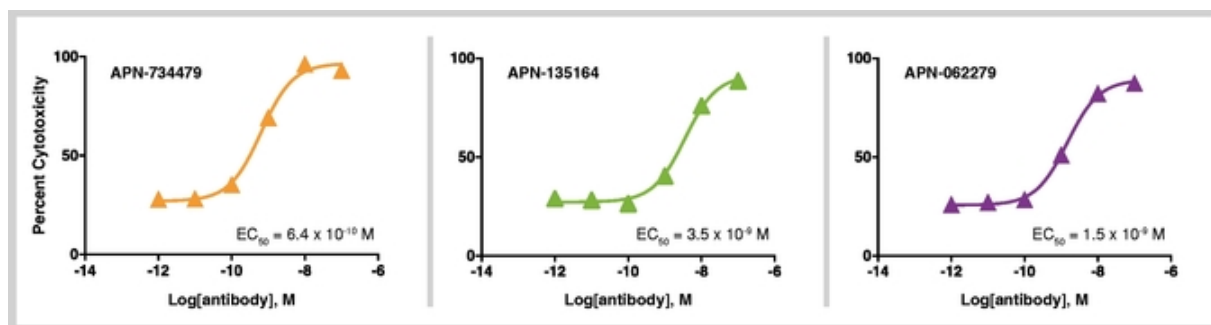
### Directed killing

Antibody-Directed Cellular Phagocytosis (ADCP) and Antibody-Directed Cellular Cytotoxicity (ADCC) are two mechanisms of action through which antibodies that bind to tumor cells can direct innate immune system cells to kill them. In both cases, the Fc portion of the antibody interacts with particular FcRs of innate immune system cells to mediate the killing. In ADCP, macrophages/monocytes engulf tumor cells bound by antibodies, while in ADCC, NK cells use particular cellular machinery to kill antibody-bound tumor cells. Both ADCP and ADCC are validated mechanisms of action that contribute to the anti-tumor activity observed for marketed antibody drugs.

We have established *in vitro* assays for ADCC and ADCP activity and use these assays to screen our antibodies for those capable of driving tumor cell killing via ADCC and ADCP mechanisms. In these assays, a number of our hit antibodies display tumor cell killing activity. Our current data suggest that approximately 17% of our hit antibodies test positive in ADCC or ADCP assays (>375 hit antibodies analyzed). In the figure below, cell killing (cytotoxicity) activity in an ADCC assay as a function of antibody concentration is illustrated for three hit antibodies.

Given that ADCC and ADCP are thought to be more effective when a greater number of targets are bound on the surface of a tumor cell, we believe there may be utility in utilizing multiple antibodies from our hit library in combination, as separate entities or in bispecific formats, in order to drive activity via this mechanism of action. In the future, we may pursue partnerships to access particular technologies and know-how to discover and develop candidates with these mechanisms of action.





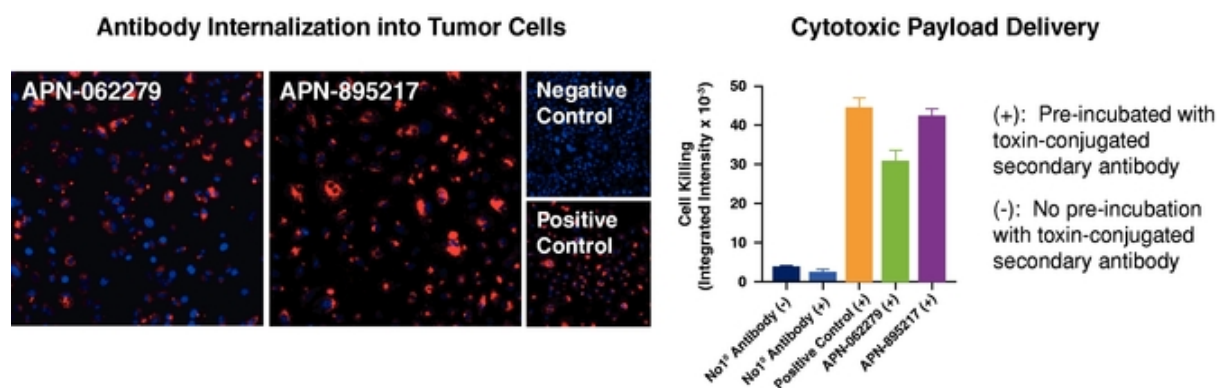
Measurement of Cytotoxic Activity in ADCC Assay

### Toxin-conjugates (ADCs)

Cellular toxins can be conjugated to certain antibodies to generate cytotoxicity against tumor cells expressing their targets. Such antibody-drug conjugates (ADCs) require antibodies that internalize upon binding to their target. Once antibodies internalize, they also must be delivered to an intracellular compartment suitable for release of the toxin into the cell.

We have established *in vitro* assays to assess first whether our hit antibodies can internalize once they bind to their targets on tumor cells, and if they internalize, then whether they can deliver a toxin to an internal compartment such that the toxin is released to kill the cells. In our internalization assay, our current data suggest that approximately 2% of hit antibodies test positive (>700 hit antibodies analyzed). Our second assay measures cytotoxicity as driven by release of toxin bound to an internalized antibody (a cytotoxic payload). In this assay, internalizing hit antibodies are pre-incubated with a second antibody that is both capable of binding the internalizing antibody and has a conjugated cytotoxin. The pre-incubated antibody mixture is then incubated with tumor cells for a period of time, and cell killing is measured.

The left portion of the figure below illustrates the activity of two hit antibodies in the internalization assay (red signal), relative to positive and negative control antibodies. These two internalizing hit antibodies can also deliver a cytotoxic payload after internalization, as measured in the cytotoxicity assay, which is illustrated in the right portion of the figure below. The data indicate the amount of cell killing at the end of the period of incubation with tumor cells.



In the future, we are likely to pursue partnerships to access technologies and know-how to discover and develop product candidates with an ADC mechanism of action based on novel antibody-target pairs discovered using our platform.

**Future Programs**

Given our data in these programs, we believe that we will be able to exploit our growing library of novel antibodies in order to develop product candidates with additional distinct and compelling mechanisms of action for tumor destruction beyond those described above. We intend to continue to build out a pipeline of novel product candidates targeted at a range of solid tumors to advance into clinical development. We are currently pursuing numerous potential partnership opportunities, and anticipate entering into a strategic drug discovery partnership as early as 2020, and to file an IND application for a second product candidate in 2021.

**Unmet Need in Solid Tumors Included in the ATRC-101 Phase 1b Clinical Trial**

Our tissue profiling data and the unique mechanism of action of ATRC-101 suggest that it has potential to provide therapeutic benefit to patients with a wide range of solid tumors. These tumors include highly prevalent tumors with significant unmet need.

Tumor	Expected New Cases in 2018	Expected Deaths in 2018
<b>Ovarian</b>	22,240	14,070
<b>Lung</b>	234,030	154,050
<b>Colorectal</b>	140,250	50,630
<b>Breast</b>	266,120	40,920

***Ovarian cancer***

Surgery and cytotoxic chemotherapies are widely used to treat ovarian cancer; however, the five-year survival rate has improved only marginally from 42.2% in 1995 to 47.6% in patients diagnosed between 2009 and 2015. Treatment of patients with advanced, relapsed ovarian cancer with a combination of gemcitabine and carboplatin increased the progression free survival to 8.6 months from 5.8 months with carboplatin alone but had no significant effect on overall survival. Drugs such as olaparib and rucaparib that inhibit poly(ADP-ribose) polymerase, or PARP, have recently been approved based on progression free survival in the maintenance setting of up to 15.5 months. Immuno-oncology therapies, however, have to date had little impact in ovarian cancer.

***Lung cancer***

Lung cancer is typically divided into two groups based upon the appearance of the tumor cells—non-small cell lung cancer and small cell lung cancer. Non-small cell lung cancer accounts for approximately 80% to 85% of lung cancer cases. The treatment paradigm for non-small cell lung cancer has significantly changed over the past few years. Previously patients were primarily treated with radiation therapy or combinations of cytotoxic drugs. Recent developments have led to the development of targeted therapies based on alteration in the genes for epidermal growth factor receptor, or EGFR, and anaplastic lymphoma kinase gene, or ALK. Up to two thirds of advanced non-small cell lung cancer patients who are ineligible for or resistant to treatment with EGFR or ALK targeted therapies have tumors that express PD-L1 and are candidates for checkpoint inhibitor therapies, which lead to significant improvements in progression free survival and overall survival compared to standard chemotherapy. Despite the availability of these numerous therapies, the prognosis remains poor, with overall five-year survival for all patients diagnosed with non-small cell lung cancer as low as 23%.

## **Colorectal cancer**

Colorectal cancer is the second leading cause of cancer deaths in the United States. Approximately 35% of patients with a new diagnosis of colorectal cancer will die within five years. Treatment of colorectal cancer typically involves the use of cytotoxic chemotherapy and radiation. Treatment with anti-EGFR antibodies, typically in combination with chemotherapy, has been shown to be effective in a subset of colorectal cancer patients; however, over 40% of patients do not respond to anti-EGFR antibody therapies and of those that do, resistance often develops. Pembrolizumab, nivolumab and a combination of nivolumab and ipilimumab have been approved for the treatment of a subset of four to five percent of colorectal cancer patients with mutations that lead to high genetic instability.

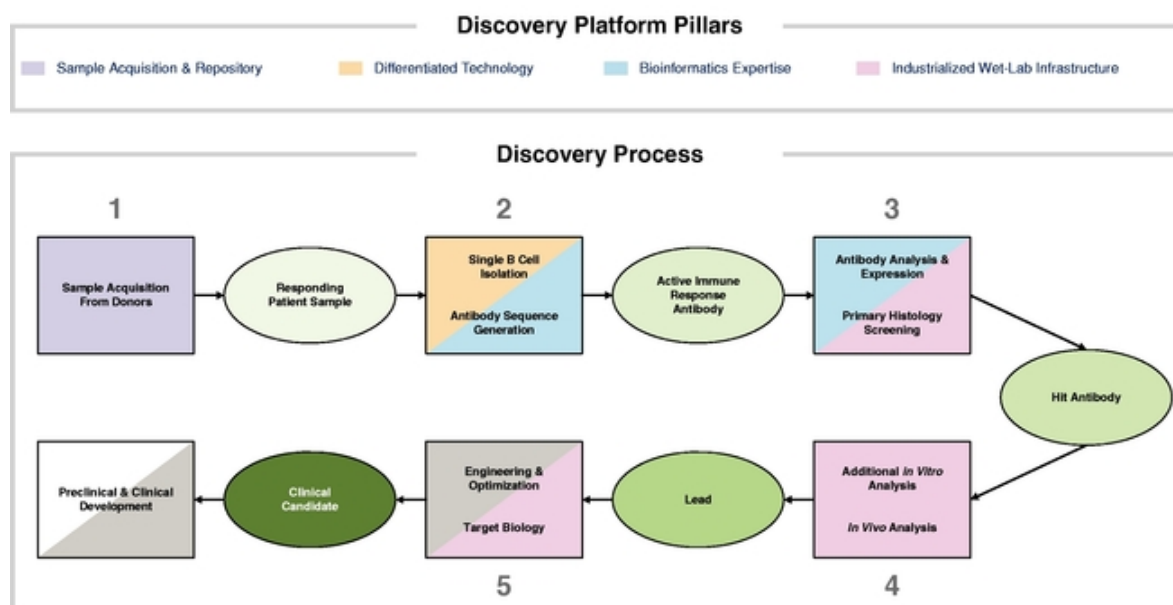
## **Breast cancer**

Breast cancer is the second most common cancer diagnosis for women in the United States. Breast cancer is conventionally divided into three forms, depending on whether the tumor is hormone receptor-positive (HR+), HER2 receptor-positive (HER2+), or neither (triple negative). The percentage of breast cancer patients with HER2+ disease is approximately 17%; triple negative is approximately 12%; and HR+ disease is approximately 83% (note that approximately 12% of patients have overlapping HR+/HER2+ disease). The treatment paradigm for breast cancer depends on the stage of the cancer at presentation (Stage I-IV), and on whether the tumor is HR+, HER2+, or triple negative.

Although some forms of breast cancer are less aggressive and have displayed improving survival rates, there are still highly aggressive forms of disease that represent significant unmet need. For example, triple-negative breast cancer tends to present at a higher grade than other types of breast cancer (often grade 3) and grows, spreads and recurs faster than most other types. Women with triple-negative breast cancer are also more likely to develop metastasis, and typically have a poorer prognosis than other types of breast cancer due to the lack of targeted therapies available for treatment. The FDA recently approved the first immunotherapy regimen in breast cancer, a combination of nab-paclitaxel and an anti-PD-L1 immunotherapy (atezolizumab) for frontline treatment patients with unresectable locally advanced or metastatic PD-L1-positive triple-negative breast cancer. In the clinical trial supporting this approval, the objective response rate for the group of combination-treated patients was 56%.

## **The Atreca Discovery Platform**

There are four fundamental pillars that support and distinguish our platform from other antibody drug discovery approaches. We leverage these pillars via our systematic antibody discovery process to identify, capture and analyze antibodies from patients whose immune systems are already responding to cancer treatment, and thus actively attacking their tumor tissue. Our systematic approach to discovery is scalable and differentiated from traditional discovery approaches. The following diagram shows our discovery platform pillars and discovery process:



### The pillars of our discovery platform

The four fundamental pillars of our platform are: our sample acquisition and repository, our differentiated technology, our bioinformatics expertise and our industrialized wet-lab infrastructure.

**Sample acquisition and repository.** Our discovery approach relies on having a sufficient number of responder patient blood-derived samples. We attempt to source samples from the same patient over time, enabling longitudinal analyses, and from a wide range of tumor types. In order to accomplish this, we sponsor ongoing non-interventional clinical studies conducted at the Palo Alto Medical Foundation and Sarah Cannon Research Institute that yield samples for our growing repository. We also collaborate with academics at leading institutions in order to acquire our samples, including the University of California, San Francisco; Cleveland Clinic; Dana-Farber Cancer Institute; and Baylor Scott & White Health. In addition, we acquire some samples through an internal clinical study and commercially. We have built our current repository of over 1,200 blood-derived samples from over 400 donors, representing over 25 different solid tumor types, over a period of six years.

**Differentiated technology.** Based upon technology licensed from Stanford University, our proprietary Immune Repertoire Capture® technology generates sequences of natively co-expressed heavy and light chains of antibodies from single cells, with 65% efficiency for input B cells, and moreover, corrects for sequence error and bias that is inherent in the output of section analysis of a group of antibody sequences from a patient sample, which we define as a "repertoire". Without such error and bias correction, robust analyses of repertoires would be very difficult, since such process error is very often of the same order of magnitude as meaningful biological signal. Furthermore, we have built and utilize other differentiated technological expertise in our discovery platform. For example, we have invested heavily in flow cytometry infrastructure, expertise and process development, which enables us to use plasmablasts to focus our analysis on the active immune response in patient samples and to perform certain types of *in vitro* and *in vivo* downstream analyses that would be difficult to implement otherwise.

**Bioinformatics expertise.** A robust bioinformatics infrastructure and expertise underlies multiple aspects of our discovery platform. For example, in order to operationalize our Immune Repertoire Capture® technology, we have built an enhanced algorithmic pipeline in the cloud, comprising in part

proprietary algorithms, to capture, process and deliver bias- and error-corrected natively paired, heavy and light chain sequences of antibodies expressed by single B cells. Applying the bioinformatics expertise we've developed, we analyze these sequences and their related data, to select antibodies for wet-lab analysis. To extract the most value from our industrialized approach to discovery, we capture our experimental data using a laboratory information management system and analyze data using in-house developed software tools.

*Industrialized wet-lab infrastructure.* In order to further enhance the analysis of antibodies discovered on our platform, we have increased the capacity of multiple functions, including histology, flow cytometry, *in vitro* functional assays, animal models and others. For example, our primary histology screen, involving analysis of the binding of patient antibodies in primary human tumor tissue, still leaves capacity for generating histological data for other *in vitro* and *in vivo* experiments. In our animal model work, we have validated four different syngeneic mouse tumor models in-house. Our dedicated bioinformatics supports our industrialized experimental infrastructure.

### ***Atreca's discovery process***

The major steps in our drug discovery approach that are differentiating and enabled by our discovery platform are sample acquisition, repertoire generation and analysis, hit generation, lead generation and candidate generation.

#### *Sample acquisition*

The starting points for our drug discovery efforts are blood samples from patients undergoing cancer therapy. It is critically important, therefore, that we have access to a broad set of high quality samples. Samples from donors in our trials are collected at the initiation of treatment and at multiple points during therapy. We begin by systematically acquiring blood samples from cancer patients at various stages of their treatment and immediately freezing down a particular group of cells isolated from the blood for possible analysis. Blood samples are typically processed to yield the peripheral blood mononuclear cells, or PBMCs, present, which are then frozen and stored pending further processing. All samples for our discovery efforts are collected with Institutional Review Board approval under informed consent that grants us freedom to commercialize products without donor remuneration.

#### *Repertoire generation: plasmablast isolation*

We believe that our approach is differentiated in part due to our focus on the active immune response in a patient whose immune system is attacking tumor tissue. Focusing on the plasmablasts in the blood from which we isolate our antibodies is key to our approach. We and others have shown that plasmablasts continue to be generated during states of chronic immune system activation, such as that of a cancer patient whose immune system is attacking tumor tissue over many months.

We isolate plasmablasts from patient blood sample PBMCs using fluorescence activated cell sorting based on the expression of surface markers such as CD19 in combination with other surface markers. Our process allows us to isolate individual cells, and we have developed the expertise and resources that enable us to accomplish this with the potential throughput to process thousands of samples a year.

#### *Repertoire generation: Immune Repertoire Capture®*

From the samples of patients who exhibit evidence of clinical benefit from treatment, we generate the sequences of the antibodies expressed by plasmablasts, thus focusing our discovery

efforts on antibodies that we believe may be associated with anti-tumor immune responses to treatment.

In contrast to other approaches that identify antibody heavy and light chains separately and only later attempt to recreate native pairings, we keep these native pairings intact using our Immune Repertoire Capture® technology. During the synthesis of the cDNA from RNA, we attach to the cDNAs specialized nucleotide barcodes that are unique to each cell. These barcodes on the cDNAs of the B cell:

- § Link the antibody genes back to a particular sample, and thus to the anti-tumor immune response in a patient at a specific point in the patient's treatment.
- § Link heavy and light chain sequences, which are encoded by different cDNAs, from the same cell informationally and recreate native heavy and light chain pairings for individual B cells, further defining those B cells as unique entities.
- § Allow for heavy and light chain sequence generation from many B cells simultaneously, creating significant increases in throughput with decreased costs.
- § Correct sequence errors and bias generated by the process itself by allowing the use of multiple redundant heavy or light chain sequences known to be generated from the same cell and by allowing normalization of sequence counts on a cell-by-cell basis.
- § Provide a means to detect contamination by other heavy and light chain sequences from other cells during the process.

Our process yields error- and bias-corrected, natively paired antibody heavy and light chain sequences that include the signal sequence of the proteins partially into the constant region of the antibody chains. Due to these properties, these sequences are already in a format that enables us to take them directly into antibody expression systems, saving us considerable time and expense. The technology allows us to isolate and identify the precise sequences necessary to ultimately generate B cell antibodies as they arose in a patient.

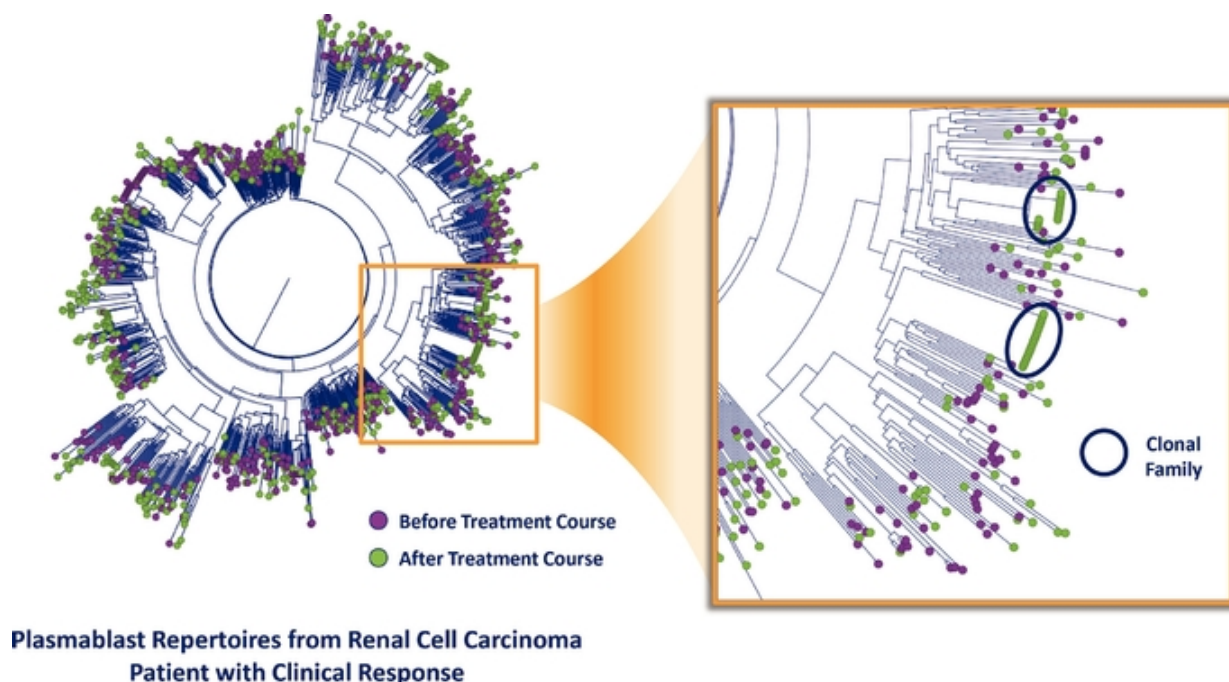
#### *Repertoire analysis*

During repertoire analysis, we analyze these collections of sequences to better understand how these antibody sequences relate to each other, both within a single patient sample and across samples. The high quality of our data enables us to perform such analyses.

As a first step, we determine the relatedness among these antibodies. In affinity maturation, lineages of B cells expressing related antibodies, or clonal families, are generated. Additionally, our barcoding technology allows us to track identical antibody sequences that are expressed by different plasmablasts. Using these data, we generate a phylogenetic or family tree in which we depict the relatedness among antibody sequences.

We use these relationships to identify the families of antibodies expressed by plasmablasts that are all related to one another via descent from a single B cell that started the maturation process; *i.e.*, clonal families. Changes in clonal families occur in large part due to the nature of the biological processes that generate antibody diversity in germinal centers. Clonal expansions during an active immune response against tumor tissue indicate the sequences of antibodies that have the potential to be directed toward the patient's tumor. We believe that longitudinal analysis of changes in clonal

families, especially when correlated with changes in disease status, provides information useful for selecting potentially valuable antibodies for further analysis in the laboratory.



**Clonal expansions contain antibodies that are related to one another by descent from a single B cell that initiated the affinity maturation process**

Furthermore, we can determine the sequence relationships among antibodies in a family. We can use this information to sample the diversity of antibodies in a family generated by a common B cell ancestor. We can also use more sophisticated analyses of antibody sequences, beyond simple sequence alignments, to identify evidence of convergent antibody generation across different patients.

#### *Hit generation*

We refer to the process of identifying antibodies that bind to non-autologous tumor tissue preferentially over normal tissue as "hit generation". We select approximately one percent of all antibody sequences in the repertoires that we generate from patient samples for further evaluation.

We convert the sequence information we obtain into antibody protein molecules that can be assessed for their tumor tissue binding properties. We have observed that substantially all of our selected antibodies can be manufactured at laboratory scale. We have developed a robust histology infrastructure as part of our platform that enables us to perform at full capacity a primary screen of hundreds of expressed antibodies per month against human tumor tissue samples and objectively score binding intensity to both the tumor as well as adjacent normal tissue. We have found that out of all of the antibody sequences that we have chosen to test in this manner, approximately 45% bind to non-autologous tumor tissue selectively over normal adjacent tissue. We have, to date, identified over 1,400 distinct antibodies capable of targeting non-autologous tumors preferentially in this primary screen.



### Lead generation

We then take these hit antibodies and analyze them in a series of *in vitro* and *in vivo* assays, including multiple animal models, to identify antibodies or antibody-derived entities that show relevant function as leads. In some cases, we, alone or with partners, may add, remove, or alter protein or other molecular components, as we analyze the antibodies to generate relevant function, such as T cell engagement or antibody-directed killing. We perform broader measurements of antibody binding in additional human tumor and normal tissue samples and tumor cell lines via histology and flow cytometry. These analyses, for example, enable us to distinguish whether the antibodies are directly binding to tumor cells or to other cells found in the tumor microenvironment such as stromal cells or immune cells. Because approximately 25% of our antibodies recognize and bind to the mouse version of their human target, we are often able to assess *in vivo* activity in syngeneic mouse tumor models without spending significant time and resources on generating antibodies with surrogate Fv domains.

### Candidate generation

The targets for leads are identified via a variety of means, including multiple types of antigen arrays, immunoprecipitation followed by mass-spectrometry (as the target of ATRC-101 was identified), and other techniques under development, followed by validation via standard recombinant methods. Target identification is often a resource-intensive and time-consuming process, and may not be successful in all cases. Leads undergo various protein sequence modifications to eliminate potential liabilities in stability, immunogenicity and manufacturing, and to increase target binding and activity, before being selected as clinical candidates to be taken into preclinical development.

### Collaborations

Historically, we have entered into a number of discovery collaborations as we developed our discovery platform. These collaborations have generally focused on identifying novel antibodies in areas of significant unmet medical need.

We are currently engaged in a multi-year research and preclinical collaboration with the Bill & Melinda Gates Foundation to optimize and advance human anti-CSP monoclonal antibodies identified by our proprietary Immune Repertoire Capture® technology with the potential to be developed as prophylactic/therapeutic antibodies for malaria. In addition, we are engaged in a three-year collaboration agreement with Bristol-Myers Squibb to perform research activities in the field of autoimmune diseases and to apply our proprietary Immune Repertoire Capture® technology to patient samples in order to compare the effects of different treatments on the humoral immune response.

While our current and past collaborations have provided support and validation as we have worked to develop our discovery platform, and while we may continue to enter into such collaborative research agreements in the future, we expect our primary focus for future collaborations will be on accelerating advancement of our product pipeline. To that end, we are focusing our business development efforts on potential partners that bring complementary technologies that may allow us to facilitate our generation of product candidates from our large pool of novel antibody-target pairs.

### Manufacturing

We use a third-party manufacturer to produce our antibodies and reagents for use in preclinical assessment of product candidates. We do not have, and we do not currently plan to acquire or develop, the infrastructure, facilities or capabilities to manufacture current Good Manufacturing Practices, or cGMP, bulk drug substance or filled drug product for use in human clinical trials. We



intend to continue to utilize third-party manufacturers such as contract development manufacturing organizations, or CDMOs, to produce, test and release cGMP bulk drug substance and drug product for our planned clinical trials. We expect to continue to rely on such third parties to manufacture clinical trial material for the foreseeable future. We currently have a service agreement with a CDMO to develop and manufacture material in support of our IND application and clinical studies.

Our current and expected future contractual CDMOs have a long, successful track record of manufacturing clinical and commercial products for other companies under cGMP compliance and have previously been inspected by regulatory authorities for compliance with cGMP standards.

## **Competition**

We are aware of a number of companies that are developing antibodies for the treatment of cancer. Many of these companies are well-capitalized and, in contrast to us, have significant clinical experience, and may include our potential future partners. In addition, these companies compete with us in recruiting scientific and managerial talent. Our success will partially depend on our ability to obtain, maintain, enforce and defend patents and other intellectual property rights with respect to antibodies that are safer and more effective than competing products. Our commercial opportunity and success will be reduced or eliminated if competing products that are safer, more effective, or less expensive than the antibodies we develop are or become available.

We expect to compete with antibody, biologics and other therapeutic platforms and development companies who are also pursuing a similar discovery approach, including, but not limited to, companies such as Adaptive Biotechnologies Corporation, AIMM Therapeutics B.V., Neurimmune Holding AG, OncoReponse, Inc., and Vir Biotechnology, Inc. In addition, we expect to compete with large, multinational pharmaceutical companies that discover, develop and commercialize antibodies and other therapeutics for use in treating cancer such as AstraZeneca plc, Bristol-Myers Squibb Company, Genentech, Inc. and Merck & Co., Inc. If ATRC-101 or potential future product candidates are eventually approved, they will compete with a range of treatments that are either in development or currently marketed. For example, we expect that ATRC-101 and our potential future product candidates may compete against traditional cancer therapies, such as chemotherapy, as well as cell-based treatments for cancer, such as CAR-T therapies.

## **Intellectual Property**

Our success will significantly depend upon our ability to obtain and maintain patent and other intellectual property and proprietary protection for our novel antibody-based immunotherapeutics to treat a range of solid tumors, as well as patent and other intellectual property and proprietary protection for our discovery platform, novel discoveries, and other important technology inventions and know-how. We rely, for example, on patents, trademarks, trade secrets, confidentiality agreements, and invention assignment agreements to protect our intellectual property and proprietary innovations.

As set out in the "Risk Factors—Risks Related to Our Intellectual Property," our intellectual property and proprietary rights may be challenged, invalidated, circumvented, infringed or misappropriated, or may be insufficient to permit us to preserve or improve our competitive position.

Our intellectual property includes a portfolio of in-licensed and Atreca-owned patents and patent applications, relating to our discovery platform and the novel immunotherapeutic product candidates developed using that platform, including compositions of matter, methods of use, methods of treatment, and kits. Our lead immunotherapeutic product candidate, ATRC-101, is a monoclonal antibody with preclinical anti-tumor activity and is a variant of an antibody identified using our discovery platform. We have filed multiple U.S. provisional patent applications relating to ATRC-101 and other variants and anticipate that we will convert to nonprovisional utility patent applications or PCT applications in the first quarter of 2020.

As of May 23, 2019, we own:

- § 2 issued U.S. patents relating to our platform-related technology;
- § 1 issued patent in Singapore relating to our platform-related technology;
- § 20 pending non-provisional utility patent applications, including 1 allowed U.S. application and 16 foreign patent applications relating to our platform-related technology;
- § 5 pending U.S. provisional patent applications relating to ATRC-101 and other variants; and
- § 1 pending U.S. provisional patent application relating to our anti-malarial therapeutic antibodies.

As of May 23, 2019, we exclusively license from Stanford University relating to our platform-related technology:

- § 44 pending utility patent applications, including 2 pending U.S. non-provisional patent applications, and 42 foreign patent applications inclusive of 1 allowed patent application in Israel; and
- § 9 issued foreign patents, 1 in each of the following jurisdictions: Europe (validated in 18 territories), Japan, Korea, Australia, Mexico, New Zealand, Russia, Hong Kong and South Africa.

As of May 23, 2019, we co-own:

- § 3 pending international utility patent applications with collaborators relating to anti-HIV antibodies; and
- § 3 pending utility patent applications with a collaborator relating to anti-malarial antibodies, including 2 international patent applications and 1 U.S. non-provisional patent application.

## Government Regulation

In the United States, biological products are subject to regulation under the Federal Food, Drug, and Cosmetic Act, and the Public Health Service Act, and other federal, state, local and foreign statutes and regulations. These laws and their corresponding regulations govern, among other things, the research, development, clinical trial, testing, manufacturing, safety, efficacy, labeling, packaging, storage, record keeping, distribution, reporting, advertising and other promotional practices involving biological products. FDA approval must be obtained before the marketing of biological products. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources.

## ***U.S. biological products development process***

The process required by the FDA before a biological product may be marketed in the United States generally involves the following:

- § completion of nonclinical laboratory tests and animal studies according to Good Laboratory Practices, or GLP, and applicable requirements for the humane use of laboratory animals or other applicable regulations;
- § submission to the FDA of an application for an investigational new drug, or IND, which must become effective before human clinical trials may begin;
- § approval of the protocol and related documentation by an independent institutional review board, or IRB, or ethics committee at each clinical trial site before each study may be initiated;
- § performance of adequate and well-controlled human clinical trials according to the FDA's regulations commonly referred to as Good Clinical Practices, or GCPs, and any additional requirements for the protection of human research subjects and their health information, to establish the safety and efficacy of the proposed biological product for its intended use;
- § submission to the FDA of a Biologics License Application, or BLA, for marketing approval that includes substantive evidence of safety, purity, and potency from results of nonclinical testing and clinical trials;
- § payment of user fees for FDA review of the BLA (unless a fee waiver applies);
- § a determination by the FDA within 60 days of its receipt of a BLA whether or not to accept the filing for review;
- § satisfactory completion of an FDA inspection of the manufacturing facility or facilities where the biological product is produced to assess compliance with current Good Manufacturing Practices, or cGMP, to assure that the facilities, methods and controls are adequate to preserve the biological product's identity, strength, quality and purity;
- § potential FDA audit of the clinical trial sites that generated the data in support of the BLA; and
- § FDA review and approval, or licensure, including consideration of the views of any FDA advisory committee, of the BLA.

Before testing any biological product candidate in humans, the product candidate enters the preclinical testing stage. Preclinical tests, also referred to as nonclinical studies, include laboratory evaluations of product biological characteristics, chemistry, toxicity and formulation, as well as animal studies to assess the potential safety and activity of the product candidate. The conduct of the preclinical tests must comply with federal regulations and requirements including GLP.

The clinical trial sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. Some preclinical testing may continue even after the IND is submitted. An IND is a request for authorization from the FDA to ship an unapproved, investigational product in interstate commerce and to administer it to humans, and must become effective before clinical trials may begin. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA places the clinical trial on a clinical hold within that 30-day time period. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. The FDA also may impose clinical holds on a biological product candidate at any time before or during clinical trials due to, among other considerations, unreasonable and significant safety risk, inability to assess safety risk, lack of qualified investigators, a misleading or materially incomplete investigator brochure, or study design deficiencies. If the FDA imposes a clinical hold, studies may not recommence without FDA authorization and then only under terms authorized by the FDA. Accordingly, we cannot be sure that submission of an IND will result in the

FDA allowing clinical trials to begin, or that, once begun, issues or circumstances will not arise that delay, suspend or terminate such studies.

Clinical trials involve the administration of the biological product candidate to healthy volunteers or patients under the supervision of qualified investigators, generally physicians not employed by or under the study sponsor's control. Clinical trials are conducted under protocols detailing, among other things, the objectives of the clinical trial, dosing procedures, subject selection and exclusion criteria, and the parameters to be used to monitor subject safety, including stopping rules that assure a clinical trial will be stopped if certain adverse events should occur. Each protocol and any amendments to the protocol must be submitted to the FDA as part of the IND. Clinical trials must be conducted and monitored in accordance with the FDA's regulations comprising the GCP requirements, including the requirement that all research subjects provide informed consent. Further, each clinical trial and its related documentation must be reviewed and approved by an IRB at or servicing each institution at which the clinical trial will be conducted. An IRB is charged with protecting the welfare and rights of study participants and considers such items as whether the risks to individuals participating in the clinical trials are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the form and content of the informed consent that must be signed by each clinical trial subject or his or her legal representative and must monitor the clinical trial until completed.

Clinical trials typically are conducted in three sequential phases that may overlap or be combined:

- § *Phase 1.* The biological product is initially introduced into healthy human subjects or patients and assessed for biological activity, side effect tolerability, safety and early signs of efficacy.
- § *Phase 2.* The biological product is evaluated in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance, optimal dosage and dosing schedule.
- § *Phase 3.* Clinical trials are undertaken to further evaluate dosage, clinical efficacy, potency, and safety in an expanded patient population at geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the product and provide an adequate basis for approval and physician labeling.

Post-approval clinical trials, sometimes referred to as Phase 4 clinical trials, may be conducted after initial marketing approval. These clinical trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication, particularly for long-term safety follow-up.

During all phases of clinical development, the FDA requires extensive monitoring and auditing of all clinical activities, clinical data, and clinical trial investigators. Annual progress reports detailing the results of the clinical trials must be submitted to the FDA. Written IND safety reports must be promptly submitted to the FDA and the investigators for serious and unexpected adverse events, any findings from other studies, tests in laboratory animals or *in vitro* testing that suggest a significant risk for human subjects, or any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. The sponsor must submit an IND safety report within 15 calendar days after the sponsor determines that the information qualifies for reporting. The sponsor also must notify the FDA of any unexpected fatal or life-threatening suspected adverse reaction within seven calendar days after the sponsor's initial receipt of the information. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, if at all. The FDA or the sponsor, acting on its own or based on a recommendation from the sponsor's data safety monitoring board, may suspend a clinical trial

at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the biological product has been associated with unexpected serious harm to patients.

Concurrent with clinical trials, companies usually complete additional animal studies and also must develop additional information about the physical characteristics of the biological product as well as finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. To help reduce the risk of the introduction of adventitious agents with use of biological products, emphasis is placed on the importance of manufacturing control for products whose attributes cannot be precisely defined. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, the sponsor must develop methods for testing the identity, strength, quality, potency and purity of the final biological product. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the biological product candidate does not undergo unacceptable deterioration over its shelf life.

### ***U.S. review and approval processes***

After the completion of clinical trials of a biological product, FDA approval of a BLA must be obtained before commercial marketing of the biological product. The BLA must include results of product development, laboratory and animal studies, human studies, information on the manufacture and composition of the product, proposed labeling and other relevant information.

Within 60 days following submission of the application, the FDA reviews a BLA submitted to determine if it is substantially complete before the FDA accepts it for filing. The FDA may refuse to file any BLA that it deems incomplete or not properly reviewable at the time of submission and may request additional information. In this event, the BLA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. In most cases, the submission of a BLA is subject to a substantial application user fee, although the fee may be waived under certain circumstances. Under the performance goals and policies implemented by the FDA under the Prescription Drug User Fee Act, or PDUFA, for original BLAs, the FDA targets ten months from the filing date in which to complete its initial review of a standard application and respond to the applicant, and six months from the filing date for an application with priority review. The FDA does not always meet its PDUFA goal dates, and the review process is often significantly extended by FDA requests for additional information or clarification. This review in total typically takes twelve months from the date the BLA is submitted to the FDA because the FDA has approximately two months to make a filing decision. The review process and the PDUFA goal date may be extended by three months if the FDA requests or the BLA sponsor otherwise provides additional information or clarification regarding information already provided in the submission within the last three months before the PDUFA goal date.

Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the BLA. The FDA reviews the BLA to determine, among other things, whether the proposed product is safe and potent, or effective, for its intended use, and has an acceptable purity profile, and whether the product is being manufactured in accordance with cGMP to assure and preserve the product's identity, safety, strength, quality, potency and purity. The FDA may refer applications for novel biological products or biological products that present difficult or novel questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions. During the biological product

approval process, the FDA also will determine whether a Risk Evaluation and Mitigation Strategy, or REMS, is necessary to assure the safe use of the biological product. If the FDA concludes a REMS is needed, the sponsor of the BLA must submit a proposed REMS; the FDA will not approve the BLA without a REMS, if required.

Before approving a BLA, the FDA typically will inspect the facilities at which the product is manufactured. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving a BLA, the FDA will typically inspect one or more clinical sites to assure that the clinical trials were conducted in compliance with IND study requirements and GCP requirements. To assure cGMP and GCP compliance, an applicant must incur significant expenditure of time, money and effort in the areas of training, record keeping, production and quality control.

Under the Pediatric Research Equity Act, or PREA, as amended, a BLA or supplement to a BLA for a novel product (e.g., new active ingredient, new indication, etc.) must contain data to assess the safety and effectiveness of the biological product for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of data or full or partial waivers.

Notwithstanding the submission of relevant data and information, the FDA may ultimately decide that the BLA does not satisfy its regulatory criteria for approval and deny approval. Data obtained from clinical trials are not always conclusive and the FDA may interpret data differently than we interpret the same data. If the FDA decides not to approve the BLA in its present form, the FDA will issue a complete response letter that usually describes all of the specific deficiencies in the BLA identified by the FDA. The deficiencies identified may be minor, for example, requiring labeling changes, or major, for example, requiring additional clinical trials. Additionally, the complete response letter may include recommended actions that the applicant might take to place the application in a condition for approval. If a complete response letter is issued, the applicant may either resubmit the BLA, addressing all of the deficiencies identified in the letter, or withdraw the application.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, including to subpopulations of patients, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings, precautions or drug-drug interactions be included in the product labeling. The FDA may impose restrictions and conditions on product distribution, prescribing, or dispensing in the form of a REMS, or otherwise limit the scope of any approval. In addition, the FDA may require post marketing clinical trials, sometimes referred to as Phase 4 clinical trials, designed to further assess a biological product's safety and effectiveness, and testing and surveillance programs to monitor the safety of approved products that have been commercialized.

### ***Expedited development and review programs***

The FDA has various programs, including fast track designation, breakthrough therapy designation, accelerated approval and priority review, that are intended to expedite or simplify the process for the development and FDA review of drugs and biologics that are intended for the treatment of serious or life-threatening diseases or conditions. These programs do not change the standards for approval but may help expedite the development or approval process. To be eligible for fast track designation, new drugs and biological products must be intended to treat a serious or life-threatening condition and demonstrate the potential to address unmet medical needs for the

condition. Fast track designation applies to the combination of the product and the specific indication for which it is being studied. The sponsor of a new drug or biologic may request the FDA to designate the drug or biologic as a fast track product at any time during the clinical development of the product. One benefit of fast track designation, for example, is that the FDA may consider for review sections of the marketing application for a product that has received fast track designation on a rolling basis before the complete application is submitted.

Under the FDA's breakthrough therapy program, products may be eligible for designation as a breakthrough therapy if they are intended, alone or in combination with one or more other drugs or biologics, to treat a serious or life-threatening disease or condition and preliminary clinical evidence demonstrates that such product may have substantial improvement on one or more clinically significant endpoints over existing therapies. The benefits of breakthrough therapy designation include the same benefits as fast track designation plus the FDA will seek to ensure the sponsor of a breakthrough therapy product receives timely advice and interactive communications to help the sponsor design and conduct a development program as efficiently as possible.

Any product is eligible for priority review if it has the potential to provide safe and effective therapy where no satisfactory alternative therapy exists or a significant improvement in the treatment, diagnosis or prevention of a disease compared to marketed products. The FDA will attempt to direct additional resources to the evaluation of an application for a new drug or biological product designated for priority review in an effort to facilitate the review. Under priority review, the FDA's goal is to review an application in six months once it is filed, compared to ten months for a standard review.

Additionally, a product may be eligible for accelerated approval. Drug or biological products studied for their safety and effectiveness in treating serious or life-threatening illnesses and that provide meaningful therapeutic benefit over existing treatments may receive accelerated approval, which means that they may be approved on the basis of adequate and well-controlled clinical trials establishing that the product has an effect on a surrogate endpoint that is reasonably likely to predict a clinical benefit, or on the basis of an effect on an intermediate clinical endpoint other than survival or irreversible morbidity. As a condition of approval, the FDA may require that a sponsor of a drug or biological product receiving accelerated approval perform adequate and well-controlled post-marketing clinical trials. In addition, the FDA currently requires as a condition for accelerated approval pre-approval of promotional materials, which could adversely impact the timing of the commercial launch of the product.

### ***Post-approval requirements***

Maintaining substantial compliance with applicable federal, state, and local statutes and regulations requires the expenditure of substantial time and financial resources. Rigorous and extensive FDA regulation of biological products continues after approval, particularly with respect to cGMP. As the manufacturer of our products we are required to comply with applicable requirements in the cGMP regulations, including quality control and quality assurance and maintenance of records and documentation. Other post-approval requirements applicable to biological products include reporting of cGMP deviations that may affect the identity, potency, purity and overall safety of a distributed product, record-keeping requirements, reporting of adverse effects, reporting updated safety and efficacy information, and complying with electronic record and signature requirements. After a BLA is approved, the product also may be subject to official lot release. As part of the manufacturing process, we are required to perform certain tests on each lot of the product before it is released for distribution. If the product is subject to official release by the FDA, we shall submit samples of each lot of product to the FDA together with a release protocol showing a summary of the history of manufacture of the lot and the results of all of the tests performed on the lot. The FDA also may perform certain confirmatory tests on lots of some products, such as viral vaccines, before

releasing the lots for distribution. In addition, the FDA conducts laboratory research related to the regulatory standards on the safety, purity, potency, and effectiveness of biological products.

We also must comply with the FDA's advertising and promotion requirements, such as those related to direct-to-consumer advertising, the prohibition on promoting products for uses or in patient populations that are not described in the product's approved labeling (known as "off-label use"), industry-sponsored scientific and educational activities, and promotional activities involving the internet. Discovery of previously unknown problems or the failure to comply with the applicable regulatory requirements may result in restrictions on the marketing of a product or withdrawal of the product from the market as well as possible civil or criminal sanctions. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval may subject an applicant or manufacturer to administrative or judicial actions, civil or criminal sanctions and adverse publicity. FDA sanctions could include refusal to approve pending applications, withdrawal of an approval, license revocation, clinical holds, warning or untitled letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, mandated corrective advertising or communications with doctors or other stakeholders, debarment, restitution, disgorgement of profits, or civil or criminal penalties. Any agency or judicial enforcement action could have a material adverse effect on us.

Biological product manufacturers and other entities involved in the manufacture and distribution of approved biological products are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. Accordingly, manufacturers must continue to expend time, money, and effort in the area of production and quality control to maintain cGMP compliance. Discovery of problems with a product after approval may result in restrictions on a product, manufacturer, or holder of an approved BLA, including withdrawal of the product from the market. In addition, changes to the manufacturing process or facility generally require prior FDA approval before being implemented and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval.

### ***Government regulation outside of the United States***

Whether or not we obtain FDA approval for a product, we must obtain the requisite approvals from regulatory authorities in foreign countries prior to the commencement of clinical trials or marketing of the product in those countries. Certain countries outside of the United States have a similar process that requires the submission of a clinical trial application, or CTA, much like the IND prior to the commencement of human clinical trials. In the European Union, for example, a CTA must be submitted for each clinical trial to each country's national health authority and an independent ethics committee, much like the FDA and an IRB, respectively. Once the CTA is approved in accordance with a country's requirements, the corresponding clinical trial may proceed.

The requirements and process governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. In all cases, the clinical trials must be conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

### ***Other Healthcare Laws***

In addition to FDA restrictions on marketing of pharmaceutical and biological products, several other types of state and federal laws have been applied to restrict certain general business and marketing practices in the biopharmaceutical industry in recent years. These laws include, among



others, anti-kickback statutes, false claims statutes and other healthcare laws and regulations, some of which are described below.

The federal Anti-Kickback Statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration to induce, or in return for, purchasing, leasing, ordering or arranging for the purchase, lease or order of any healthcare item or service reimbursable under Medicare, Medicaid, or other federally financed healthcare programs. The Patient Protection and Affordable Care Act as amended by the Health Care and Education Reconciliation Act, collectively, the ACA, amended the intent element of the federal statute so that a person or entity no longer needs to have actual knowledge of the statute or specific intent to violate it in order to commit a violation. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers and formulary managers, among others, on the other. Although there are a number of statutory exceptions and regulatory safe harbors protecting certain common activities from prosecution or other regulatory sanctions, the exceptions and safe harbors are drawn narrowly, and practices that involve remuneration intended to induce prescribing, purchases or recommendations may be subject to scrutiny if they do not qualify for an exception or safe harbor.

Federal civil and criminal false claims laws, including the federal civil False Claims Act, prohibit any person or entity 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 have a false claim paid. This includes claims made to programs where the federal government reimburses, such as Medicare and Medicaid, as well as programs where the federal government is a direct purchaser, such as when it purchases off the Federal Supply Schedule. Recently, several pharmaceutical and other healthcare companies have been prosecuted under these laws for allegedly inflating drug prices they report to pricing services, which in turn were used by the government to set Medicare and Medicaid reimbursement rates, and for allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. In addition, certain marketing practices, including off-label promotion, may also violate false claims laws. Additionally, the ACA amended the federal Anti-Kickback Statute such that a violation of that statute can serve as a basis for liability under the federal civil False Claims Act. Most states also have statutes or regulations similar to the federal Anti-Kickback Statute and civil False Claims Act, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor.

Other federal statutes pertaining to healthcare fraud and abuse include the civil monetary penalties statute, which prohibits, among other things, the offer or payment of remuneration to a Medicaid or Medicare beneficiary that the offeror or payor knows or should know is likely to influence the beneficiary to order a receive a reimbursable item or service from a particular supplier, and the additional federal criminal statutes created by the Health Insurance Portability and Accountability Act of 1996, or HIPAA, which prohibits, among other things, knowingly and willfully executing or attempting to execute a scheme to defraud any healthcare benefit program or obtain by means of false or fraudulent pretenses, representations or promises any money or property owned by or under the control of any healthcare benefit program in connection with the delivery of or payment for healthcare benefits, items or services.

HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and their respective implementing regulations, including the Final Omnibus Rule published on January 25, 2013, impose obligations on certain healthcare providers, health plans, and healthcare clearinghouses, known as covered entities, as well as their business associates that perform certain services involving the storage, use or disclosure of individually identifiable health information, including mandatory contractual terms, with respect to safeguarding

the privacy, security, and transmission of individually identifiable health information, and require notification to affected individuals and regulatory authorities of certain breaches of security of individually identifiable health information. HITECH increased the civil and criminal penalties that may be imposed against covered entities, business associates and possibly other persons, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions. In addition, many state laws govern the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and may not have the same effect, and often are not pre-empted by HIPAA.

Further, pursuant to the federal Physician Payments Sunshine Act, created as part of the ACA, certain manufacturers of prescription drugs are required to collect and report annually to the Centers for Medicare & Medicaid Services, or CMS, information on certain payments or transfers of value to physicians and teaching hospitals, as well as investment interests held by physicians and their immediate family members. Failure to submit required information may result in civil monetary penalties. Effective January 1, 2022, reporting on transfers of value to physician assistants, nurse practitioners or clinical nurse specialists, certified registered nurse anesthetists, and certified nurse-midwives will also be required.

In addition, several states now require biopharmaceutical manufacturers to report certain expenses relating to the marketing and promotion of drug products and to report gifts and payments to individual healthcare practitioners in these states. Other states prohibit various marketing-related activities, such as the provision of certain kinds of gifts or meals. Still other states require the posting of information relating to clinical studies and their outcomes. Some states require the reporting of certain drug pricing information, including information pertaining to and justifying price increases, or prohibit prescription drug price gouging. In addition, some states require pharmaceutical companies to implement compliance programs or marketing codes. Certain states and local jurisdictions also require the registration of pharmaceutical sales representatives.

Efforts to ensure that business arrangements with third parties comply with applicable healthcare laws and regulations involve substantial costs. If a biopharmaceutical manufacturer's operations are found to be in violation of any such requirements, it may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, the curtailment or restructuring of its operations, loss of eligibility to obtain approvals from the FDA, exclusion from participation in government contracting, healthcare reimbursement or other federal or state government healthcare programs, including Medicare and Medicaid, integrity oversight and reporting obligations, and reputational harm. Although effective compliance programs can mitigate the risk of investigation and prosecution for violations of these laws, these risks cannot be entirely eliminated. Any action for an alleged or suspected violation can cause a drug company to incur significant legal expenses and divert management's attention from the operation of the business, even if such action is successfully defended.

### ***U.S. healthcare reform***

In the United States there have been, and continue to be, proposals by the federal government, state governments, regulators and third party payors to control or manage the increased costs of healthcare and, more generally, to reform the U.S. healthcare system. The biopharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives. For example, in March 2010, the ACA was enacted, which intended to broaden access to health insurance, reduce or constrain the growth of healthcare spending, enhance remedies against fraud and abuse, add new transparency requirements for the healthcare and health insurance industries, impose new taxes and fees on the health industry and impose additional health policy reforms, substantially changed the way healthcare is financed by both governmental and

private insurers, and significantly impacts the U.S. pharmaceutical industry. The ACA, among other things, (i) subjected therapeutic biologics to potential competition by lower-cost biosimilars by creating a licensure framework for follow-on biologic products, (ii) proscribed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs and therapeutic biologics that are inhaled, infused, instilled, implanted or injected, (iii) increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program and extended the rebate program to individuals enrolled in Medicaid managed care organizations, (iv) established annual nondeductible fees and taxes on manufacturers of certain branded prescription drugs and therapeutic biologics, apportioned among these entities according to their market share in certain government healthcare programs (v) established a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% (now 70%) point-of-sale discounts off negotiated prices of applicable brand drugs and therapeutic biologics to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs and therapeutic biologics to be covered under Medicare Part D, (vi) expanded eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to additional individuals and by adding new mandatory eligibility categories for individuals with income at or below 133% of the federal poverty level, thereby potentially increasing manufacturers' Medicaid rebate liability, (vii) expanded the entities eligible for discounts under the Public Health program (viii) created a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research, and (ix) established a Center for Medicare Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

The Trump administration and Congress have, and we expect they will continue to, seek to modify, repeal, or otherwise invalidate all, or certain provisions of, the ACA. Since January 2017, the Trump administration has issued two executive orders and other directives designed to delay the implementation of certain provisions of the ACA or otherwise circumvent some of the requirements for health insurance mandated by the ACA. For example, on October 12, 2017, the Trump administration issued an executive order that expands the use of association health plans and allows anyone to purchase short-term health plans that provide temporary, limited insurance. This executive order also calls for the halt of federal payments to health insurers for cost-sharing reductions previously available to lower-income Americans to afford coverage. There is still uncertainty with respect to the impact this executive order could have on coverage and reimbursement for healthcare items and services covered by plans that were authorized by the ACA. Concurrently, Congress has considered legislation that would repeal or repeal and replace all or part of the ACA. While Congress has not passed comprehensive repeal legislation, two bills affecting the implementation of certain taxes under the ACA have been signed into law. The Tax Cuts and Jobs Act of 2017, or the Tax Act, among other things, included a provision that repealed, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the "individual mandate". Additionally, on January 22, 2018, the current U.S. presidential administration signed a continuing resolution on appropriations for fiscal year 2018 that delayed the implementation of certain ACA-mandated fees, including the so-called "Cadillac" tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers based on market share, and the medical device excise tax on non-exempt medical devices. Further, the Bipartisan Budget Act of 2018, or the BBA, among other things, amended the ACA, effective January 1, 2019, to increase from 50% to 70% the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D and to close the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole". More recently, in July 2018, CMS published a final rule permitting further collections and payments to and from certain ACA qualified health plans and health insurance issuers under the ACA risk adjustment program in

response to the outcome of federal district court litigation regarding the method CMS uses to determine this risk adjustment. On December 14, 2018, a Texas U.S. District Court Judge ruled that the ACA is unconstitutional in its entirety because the "individual mandate" was repealed by Congress as part of the Tax Act. While the Texas U.S. District Court Judge, as well as the Trump administration and CMS, have stated that the ruling will have no immediate effect pending appeal of the decision, it is unclear how this decision, subsequent appeals, and other efforts to repeal and replace the ACA will impact the ACA.

In addition, other legislative changes have been proposed and adopted in the United States since the ACA was enacted to reduce healthcare expenditures. On August 2, 2011, the Budget Control Act of 2011 among other things, created measures for spending reductions by Congress. A joint select committee on deficit reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers of 2% per fiscal year. These reductions went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, including the BBA, will remain in effect through 2027 unless additional Congressional action is taken. Moreover, on January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

Payment methodologies also may be subject to changes in healthcare legislation and regulatory initiatives. For example, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, or MMA, changed the way Medicare covers and pays for pharmaceutical products. The legislation expanded Medicare coverage for drug purchases by the elderly and introduced a new reimbursement methodology based on average sales prices for physician-administered drugs. In addition, this legislation provided authority for limiting the number of drugs that will be covered in any therapeutic class. While the MMA only applies to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own reimbursement rates. Therefore, any reduction in reimbursement that results from the MMA may result in a similar reduction in payments from private payors.

Recently there has been heightened governmental scrutiny over the manner in which biopharmaceutical manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drug products. At the federal level, the Trump administration's budget proposal for fiscal year 2019 contains further drug price control measures that could be enacted during the 2019 budget process or in other future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low-income patients. Additionally, on May 11, 2018, the Trump administration laid out the administration's "Blueprint" to reduce the cost of prescription medications while preserving innovation and cures. While the Department of Health and Human Services, or HHS, is soliciting feedback on some of these measures, other actions may be immediately implemented by HHS under existing authority. Further, on January 31, 2019, the HHS Office of Inspector General, proposed modifications to the federal Anti-Kickback Statute discount safe harbor for the purpose of reducing the cost of drug products to consumers which, among other things, if finalized, will affect discounts paid by manufacturers to Medicare Part D plans, Medicaid managed care organizations and pharmacy benefit managers working with these organizations. Although a number of these, and other potential,

proposals will require additional authorization to become effective, Congress and the Trump administration have each indicated that it will continue to seek new legislative or administrative measures to control drug costs. At the state level, legislatures are increasingly passing legislation and implementing regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing.

### ***Coverage, pricing and reimbursement***

Significant uncertainty exists as to the coverage and reimbursement status of biopharmaceutical products approved by the FDA and other government authorities. Sales of any approved products will depend, in part, on the extent to which the costs of the products will be covered by third-party payors, including government health programs in the United States such as Medicare and Medicaid, commercial health insurers and managed care organizations. The process for determining whether a payor will provide coverage for a product may be separate from the process for setting the price or reimbursement rate that the payor will pay for the product once coverage is approved. Third-party payors are increasingly challenging the prices charged, examining the medical necessity and reviewing the cost-effectiveness of medical products and services and imposing controls to manage costs. Third-party payors may also limit coverage to specific products on an approved list, or formulary, which might not include all of the approved products for a particular indication.

In the United States, no uniform policy of coverage and reimbursement for products exists among third-party payors. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their reimbursement rates, but also have their own methods and approval process apart from Medicare determinations. Therefore, coverage and reimbursement for products in the United States can differ significantly from payor to payor. In order to secure coverage and reimbursement for any biological product that is approved for sale, a biopharmaceutical manufacturer may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of the product. A payor's decision to provide coverage for a drug or biological product does not imply that an adequate reimbursement rate will be approved. Third-party reimbursement may not be sufficient to maintain price levels high enough to realize an appropriate return on investment in product development.

The containment of healthcare costs also has become a priority of federal, state and foreign governments and the prices of drugs have been a focus in this effort. Governments have shown significant interest in implementing cost-containment programs, including price controls, restrictions on reimbursement and requirements for substitution of generic products. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit a company's revenue generated from the sale of any approved drug or biological product. Coverage policies and third-party reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more drug or biological products for which a company or its collaborators receive marketing approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

### **Employees**

As of March 31, 2019, we had 85 full-time employees, 71 of whom were primarily engaged in research and development activities and 42 of whom had an M.D. or Ph.D. degree. None of our employees are represented by a labor union or covered by a collective bargaining agreement.

## **Facilities**

We occupy approximately 41,124 square feet of office and laboratory space in Redwood City, California, under leases that expire in the first half of 2020, which we use for our corporate headquarters as well as certain of our research and development activities. In January 2019, we entered into a commercial lease agreement for an additional 33,000 square feet of office space in a separate facility in South San Francisco, California.

## **Legal Proceedings**

From time to time, we may become involved in litigation relating to claims arising from the ordinary course of business. Our management believes that there are currently no claims or actions pending against us, the ultimate disposition of which would have a material adverse effect on our results of operations, financial condition or cash flows.

## MANAGEMENT

### Executive Officers and Directors

The following table sets forth information for our executive officers and directors as of March 31, 2019:

Name	Age	Position
<b>Executive Officers</b>		
John A. Orwin	54	President, Chief Executive Officer and Director
Herbert Cross	47	Chief Financial Officer
Tito A. Serafini, Ph.D.	55	Chief Strategy Officer and Director
Norman Michael Greenberg, Ph.D.	59	Chief Scientific Officer
Guy Cavet, Ph.D.	45	Chief Technical Officer
<b>Non-Employee Directors</b>		
Brian Atwood(1)(2)	66	Chairman of the Board and Director
Franklin Berger(1)(3)	69	Director
David Lacey, M.D.(2)(3)	66	Director
William H. Robinson, M.D., Ph.D.(1)(3)	51	Director
Lawrence Steinman, M.D.(2)	71	Director

(1) Member of the audit committee

(2) Member of the compensation committee

(3) Member of the nominating and corporate governance committee

### Executive Officers

**John A. Orwin.** Mr. Orwin has served as our President and Chief Executive Officer and a member of our board of directors since April 2018. Prior to joining Atreca, from June 2013 through June 2017, Mr. Orwin served as Chief Executive Officer of Relypsa, Inc. and from June 2013 through March 2017 also served as President of Relypsa and served on its board of directors from June 2013 until Relypsa's acquisition by the Galenica Group in September 2016. Prior to Relypsa, Mr. Orwin served as President and Chief Operating Officer of Affymax, Inc., a biotechnology company, from April 2010 to January 2011, and as Affymax's Chief Executive Officer and a member of the board of directors from February 2011 to May 2013. From 2005 to April 2010, Mr. Orwin served as Vice President and then Senior Vice President of the BioOncology Business Unit at Genentech, Inc. (now a member of the Roche Group), a biotechnology company. From 2001 to 2005, Mr. Orwin served in various executive-level positions at Johnson & Johnson, a life sciences company. Prior to such roles, Mr. Orwin held senior marketing and sales positions at various life sciences and pharmaceutical companies, including Alza Corporation (acquired by Johnson & Johnson), Sangstat Medical Corporation (acquired by Genzyme), Rhone-Poulenc Rorer Pharmaceuticals, Inc. (merged with Sanofi-Aventis) and Schering-Plough Corporation (merged with Merck). Mr. Orwin currently serves as a member of the board of directors of Retrophin, Inc., Array BioPharma Inc., a biopharmaceutical company and Seattle Genetics, Inc., a biotechnology company. In addition to previously serving as a member of the board of directors of Relypsa and Affymax, Mr. Orwin also served on the board of directors of NeurogesX, Inc., a biopharmaceutical company, from November 2009 until July 2013. Mr. Orwin received a B.A. in Economics from Rutgers University and an M.B.A. from the New York University Leonard M. Stern School of Business. We believe that Mr. Orwin's perspective and deep experience in the biopharmaceutical industry qualifies him to serve on our board of directors.

*Herbert Cross.* Mr. Cross has served as our Chief Financial Officer since February 2019. Prior to joining Atreca, from November 2017 to June 2018, Mr. Cross served as Chief Financial Officer of ARMO Biosciences, Inc., a biotechnology company. From February 2016 to November 2017, Mr. Cross served as Chief Financial Officer of Balance Therapeutics, Inc., a biotechnology company, where he led all investor relations, strategic finance and administrative functions. From October 2013 to November 2015, Mr. Cross served as Chief Financial Officer of KaloBios Pharmaceuticals, Inc., a biotechnology company, and interim Chief Executive Officer from January 2015 to November 2015. In December 2015, KaloBios filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. KaloBios emerged from Chapter 11 in July 2016. From November 2010 to June 2013, Mr. Cross served as Chief Financial Officer of Affymax, Inc., a biotechnology company. Mr. Cross received a B.S. in Business Administration from the University of California, Berkeley and is a certified public accountant, currently inactive, in the state of California.

*Tito A Serafini, Ph.D.* Dr. Serafini is one of our principal founders and has served as a member of our board of directors since June 2010 and as our Chief Strategy Officer, with responsibility for the non-clinical research, development and technical organization, since April 2018. From June 2010 to April 2018, Dr. Serafini served as our President and Chief Executive Officer. Dr. Serafini received a B.S. in biochemistry from Case Western Reserve University and a Ph.D. in biochemistry from Stanford University School of Medicine. Dr. Serafini performed postdoctoral research at the University of California, San Francisco, and he was afterward an award-winning faculty member in the Department of Molecular and Cell Biology at the University of California, Berkeley, where he co-founded the university's Functional Genomics Laboratory. Dr. Serafini left academia to co-found and serve as an executive officer of Renovis, Inc., eventually a publicly held company. He subsequently held the position of Chief Scientific Officer at Nuon Therapeutics, Inc., before founding Atreca. Dr. Serafini was selected to serve on our board of directors because of his scientific knowledge and acumen as well as the experience he brings as our founder and former Chief Executive Officer.

*Norman Michael Greenberg, Ph.D.* Dr. Greenberg has served as our Chief Scientific Officer since May 2016. Prior to joining Atreca, from February 2015 until May 2016, Dr. Greenberg served as Senior Vice President of Translational Medicine at Checkmate Pharmaceuticals, LLC. From April 2014 until May 2016, Dr. Greenberg served as Chief Executive Officer and President of NMG Scientific Consulting, USA. From August 2011 until March 2014, Dr. Greenberg was Vice President of Global Research, Oncology, at MedImmune (AstraZeneca), where he spearheaded global research activities for immune-mediated and tumor-targeted therapies. He previously has served as Senior Director of Research in Oncology, at Pfizer, as a Full Member of the Fred Hutchinson Cancer Research Center and as a tenured Associate Professor at Baylor College of Medicine. Dr. Greenberg is the inventor of the TRAMP prostate cancer research models and has authored over 130 peer-reviewed scientific research articles. He currently sits on the Scientific Advisory Board for Machavert Pharmaceuticals. Dr. Greenberg received a B.Sc. in microbiology and immunology from the University of Toronto and a Ph.D. in microbiology and immunology from the University of British Columbia. Dr. Greenberg performed postdoctoral research at Baylor College of Medicine in Houston.

*Guy Cavet, Ph.D.* Dr. Cavet is one of our co-founders and has served as our Chief Technical Officer since July 2014. Prior to joining Atreca, Dr. Cavet was Chief Information Officer and Head of Computational Sciences at Nodality Inc., a life sciences company, from March 2013 until July 2014. From June 2012 until February 2013, Dr. Cavet served as Vice President, Life Sciences at Kaggle, Inc., where he focused on application of machine learning in healthcare and biomedical research. From March 2008 until June 2012, Dr. Cavet built the computational and statistical teams at Crescendo Bioscience, Inc., most recently as Vice President, Informatics. From February 2005 until March 2008, Dr. Cavet served as Senior Scientist at Genentech, Inc., building and leading a



team applying computational biology to diagnostics and cancer genomics. From January 2002 until February 2005, Dr. Cavet served as Group Leader, Computational Genomics at Merck & Co., Inc. after that company acquired Rosetta Inpharmatics, Inc., where Dr. Cavet held positions of increasing responsibility in computational biology from December 1999. Dr. Cavet received B.S. and Ph.D. degrees in Biochemistry from Cambridge University, and he performed postdoctoral research at Stanford University.

## Non-Employee Directors

*Brian Atwood.* Mr. Atwood has served as the Chairman of our Board since December 2013. From December 2015 until February 2018, he served as President and Chief Executive Officer and was a co-founder of Cell Design Labs, Inc., a biotechnology company focused on developing human cell engineering technology for the treatment of multiple diseases, including cancer. In 1999, he co-founded and currently serves as a Managing Director for Versant Ventures, a healthcare-focused venture capital firm. Mr. Atwood serves on the board of directors of Clovis Oncology, Inc. He also served on the board of directors of Immune Design Corp., from May 2008 until June 2016, Veracyte, Inc., from its founding until December 2016, OpGen Inc., from July 2007 until December 2017, Five Prime Therapeutics, from 2002 until March 2016, Cadence Pharmaceuticals, Inc. from March 2006 until its acquisition in March 2014, Helicos Biosciences from 2003 until September 2011, Pharmion Corporation from 2000 until its acquisition in March 2008 and Trius Therapeutics, Inc. from February 2007 until its acquisition in September 2013. Mr. Atwood holds a B.S. in biological sciences from the University of California, Irvine, a M.S. in ecology from the University of California, Davis, and an M.B.A. from Harvard Business School. Mr. Atwood was selected to serve on our board of directors because of his experience in the venture capital industry, his years of business and leadership experience and his financial sophistication and expertise.

*Franklin Berger.* Mr. Berger has served as a member of our board of directors since October 2014. Mr. Berger is a consultant to biotechnology industry participants, including major biopharmaceutical firms, mid-capitalization biotechnology companies, specialist asset managers and venture capital companies, providing business development, strategic, financing, partnering, and royalty acquisition advice. Mr. Berger is also a biotechnology industry analyst with over 25 years of experience in capital markets and financial analysis. Mr. Berger worked at Sectoral Asset Management Inc. as a founder of the small-cap focused NEMO Fund from 2007 through June 2008. From May 1998 to March 2003, he served at J.P. Morgan Securities LLC, most recently as Managing Director, Equity Research and Senior Biotechnology Analyst. Previously, Mr. Berger served in similar capacities at Salomon Smith Barney Inc. and Josephthal & Co. Mr. Berger also serves on the board of directors of BELLUS Health, Inc., ESSA Pharma Inc., Proteostasis Therapeutics, Inc., Tocagen, Inc. Kezar Life Sciences, Inc. and Five Prime Therapeutics, Inc., each of which is a public biotechnology company. Mr. Berger previously served as a member of the board of directors of BioTime, Inc., from May 2013 until March 2014, and Seattle Genetics, Inc., from June 2004 until May 2014, each of which was a public company during Mr. Berger's service as a director. Mr. Berger received a B.A. in International Relations and an M.A. in International Economics, both from Johns Hopkins University, and an M.B.A. from Harvard Business School. Mr. Berger was selected to serve on our board of directors because of his financial background and experience as an equity analyst in the biotechnology industry combined with his experience serving on the boards of directors of multiple public companies.

*David Lacey, M.D.* Dr. Lacey has served as a member of our board of directors since May 2016. Dr. Lacey is a biopharmaceutical consultant at David L. Lacey LLC, where he advises academic institutions, biotechnology companies and venture capital firms, a position he has held since July 2011. He currently serves as a director of Inbiomotion SL, Argenx SE, Nurix, Inc. and Unity Biotherapeutics and additionally as a scientific advisor to a number of early-stage

biotechnology companies. From 1994 until his retirement in 2011, he held various positions, including Senior Vice President of Discovery Research, at Amgen Inc., where he oversaw research encompassing oncology, inflammation, metabolic disorders and neuroscience, and he played a fundamental scientific role in the discovery of the OPG/RANKL/RANK pathway, which led to the development of the anti-RANKL human monoclonal antibody denosumab, for both osteoporosis (Prolia®) and cancer-related bone diseases (XGEVA®). Dr. Lacey received a B.A. degree in biology and an M.D. degree from the University of Colorado School of Medicine. Dr. Lacey was selected to serve on our board of directors because of his experience both in leading drug discovery and as an advisor to companies in the healthcare industry.

*William H. Robinson, M.D., Ph.D.* Dr. Robinson is one of our principal founders and has served as a member of our board of directors since March 2011. Dr. Robinson is a Professor of Medicine in the Division of Immunology and Rheumatology of the Department of Medicine at Stanford University. At Stanford, he is Director of the Stanford Osteoarthritis Initiative. He co-founded the Stanford Human Immune Monitoring Center, serves on the editorial boards of several journals, and serves on the Board of Directors of the American College of Rheumatology and the Federation of Clinical Immunology Societies (FOCiS). In 2010, Dr. Robinson was elected to the American Society of Clinical Investigation and the Henry Kunkel Society. He was a co-founder Bayhill Therapeutics. The foundational technology for Atreca's Immune Repertoire Capture® technology was developed in his academic laboratory. Dr. Robinson received his B.S., M.D. and Ph.D. degrees from Stanford University and completed his clinical training in internal medicine at the University of California, San Francisco. Dr. Robinson was selected to serve on our board of directors because of his expertise and his experience as a founder of and an advisor to various companies in the healthcare industry.

*Lawrence Steinman, M.D.* Dr. Steinman is one of our principal founders and has served as a member of our board of directors since June 2010. Dr. Steinman is the George A. Zimmermann Professor of Neurology and Neurological Sciences and Pediatrics in the Stanford University School of Medicine. From 2002 until 2011, he served as Chairman of Stanford University Program in Immunology. Dr. Steinman is an elected member of the National Academy of Sciences and the National Academy of Medicine, and he also chairs the Research Advisory Committee on Gulf War Veterans' Illnesses for the Veterans Administration. Dr. Steinman served as a director of and headed the scientific advisory board at Centocor, Inc. from 1991 until its acquisition in 1999. Dr. Steinman also co-founded and served as a director of Neurocrine Biosciences. Dr. Steinman co-founded and currently serves as a director of several privately held companies including Tolerion, Inc. and Katexco Pharmaceuticals Corp. Dr. Steinman received a B.A. from Dartmouth College and an M.D. from Harvard Medical School. Dr. Steinman was selected to serve on our board of directors because of his expertise and his experience as a founder of and advisor to various companies in the healthcare industry.

## **Family Relationships**

There are no family relationships among any of our directors or executive officers.

## **Composition of Our Board of Directors**

Our business and affairs are managed under the direction of our board of directors. We currently have ten authorized board seats with seven directors currently serving as members of our board of directors. No stockholders have any special rights regarding the election or designation of members of our board of directors. Our current directors will continue to serve as directors until their resignation, removal or successor is duly elected.

On September 5, 2018, we entered into a nominating agreement, or the Baker Brothers Nominating Agreement, with Baker Brothers Life Sciences L.P. and 667, L.P., or together, Baker Brothers. Pursuant to the Baker Brothers Nominating Agreement, during the period beginning at the closing of this offering until when Baker Brothers, together with its affiliates, no longer beneficially own at least 20,000,000 shares of our common stock (subject to adjustment for stock splits, combinations, recapitalizations and similar transactions), or the Nominating Agreement Period, we will have the obligation to support the nomination of, and to cause our board of directors to include in the slate of nominees recommended to our stockholders for election, two individuals designated by Baker Brothers, each a Baker Designee, unless a majority of our disinterested directors reasonably and in good faith determines that a Baker Designee would not be qualified to serve as our director under law, rules of the stock exchange on which our shares are listed, our amended and restated bylaws, or any of our company policies. If a Baker Designee resigns his or her seat on our board of directors or is removed or does not become a director for any reason, the vacancy will be filled by the election or appointment of another designee of Baker Brothers as soon as reasonably practicable, subject to compliance with applicable laws, rules and regulations. Furthermore, during the Nominating Agreement Period, if there is no Baker Designee on our board of directors, we will have the obligation to invite two board of directors observer designees of Baker Brothers, or the Baker Observers, to attend all meetings of our board of directors and all meetings of the committees of our board of directors as a nonvoting observer, subject to the Baker Observers' agreement to hold in confidence the information they receive as observers of our board of directors and committee meetings, as well as subject to their exclusion from our board of directors meetings to preserve our attorney-client privilege, to avoid conflicts of interest, if Bakers Brothers is determined by our board of directors to be a competitor, or other customary conditions. The Baker Brothers Nominating Agreement automatically terminates upon the earlier of when Baker Brothers together with its affiliates no longer beneficially own at least 20,000,000 shares of our common stock or the consummation of our acquisition in a change of control transaction as such terms are defined in our amended and restated certificate of incorporation.

Our amended and restated certificate of incorporation and amended and restated bylaws to become effective upon the closing of this offering will permit our board of directors to establish the authorized number of directors from time to time by resolution. Each director serves until the expiration of the term for which such director was elected or appointed, or until such director's earlier death, resignation or removal. In accordance with our amended and restated certificate of incorporation that will be in effect upon the closing of this offering, our board of directors will be divided into three classes with staggered three-year terms. At each annual general meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Our directors will be divided among the three classes as follows:

- § the Class I directors will be David Lacey and Lawrence Steinman, and their terms will expire at our first annual meeting of stockholders following this offering;
- § the Class II directors will be Brian Atwood, William H. Robinson and Tito A. Serafini, and their terms will expire at our second annual meeting of stockholders following this offering; and
- § the Class III directors will be Franklin Berger and John A. Orwin, and their terms will expire at our third annual meeting of stockholders following this offering.

We expect that any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one third of the directors. The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change in control.

Our board of directors meets on a regular basis and additionally as required. The members of our current board of directors were elected in compliance with the provisions of our amended and restated certificate of incorporation and an amended and restated voting agreement among certain of our stockholders. The amended and restated voting agreement will terminate on the date of the closing of this offering, and following the closing of this offering none of our stockholders will have any special rights regarding the election or designation of members of our board of directors.

## **Director Independence**

Applicable Nasdaq rules require a majority of a listed company's board of directors to be comprised of independent directors within one year of listing. In addition, Nasdaq rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and corporate governance committees be independent and that audit committee members also satisfy independence criteria set forth in Rule 10A-3 under the Exchange Act of 1934, as amended, or the Exchange Act. The Nasdaq independence definition includes a series of objective tests, such as that the director is not, and has not been for at least three years, one of our employees, that neither the director nor any of his family members has engaged in various types of business dealings with us and that the director is not associated with the holders of more than 5% of our common stock. In addition, under applicable Nasdaq rules, a director will only qualify as an "independent director" if, in the opinion of the listed company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Our board of directors has undertaken a review of the independence of each director. Based on information provided by each director concerning her or his background, employment and affiliations, our board of directors has determined that three of our directors, Mr. Atwood, Mr. Berger and Dr. Lacey, do not have relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the listing standards of Nasdaq. In making such determination, our board of directors considered the relationships that each such non-employee director has with our company and all other facts and circumstances that our board of directors deemed relevant in determining his independence, including the beneficial ownership of our capital stock by each non-employee director. We intend to rely on phase-in periods under Nasdaq rules with respect to director independence, which allow us to have less than a majority of independent directors upon the date of listing of our Class A common stock, so long as our board has a majority of independent directors within one year of the date of listing. Accordingly, we plan to have a board of directors comprised of a majority of independent directors within one year of the date of listing.

## **Board Leadership Structure and Board's Role in Risk Oversight**

Brian Atwood is the current chairman of our board of directors and John A. Orwin is our current chief executive officer, hence the roles of chairman of our board of directors and chief executive officer are separated. We believe that separating these positions allows our chief executive officer to focus on our day-to-day business, while allowing the chairman of our board to lead the board of directors in its fundamental role of providing advice to and independent oversight of management. Our board of directors recognizes the time, effort and energy that the chief executive officer is required to devote to his position in the current business environment, as well as the commitment required to serve as our chairman of our board of directors, particularly as the board of directors' oversight responsibilities continue to grow. While our amended and restated bylaws and corporate governance guidelines do not require that our chairman and chief executive officer positions be separate, our board of directors believes that having separate positions is the appropriate leadership structure for us at this time and demonstrates our commitment to good corporate governance.

Risk is inherent with every business, and how well a business manages risk can ultimately determine its success. We face a number of risks, including risks relating to our financial condition, development and commercialization activities, operations, strategic direction and intellectual property as more fully discussed in the section titled "Risk Factors" appearing elsewhere in this prospectus. Management is responsible for the day-to-day management of risks we face, while our board of directors, as a whole and through its committees, has responsibility for the oversight of risk management. In its risk oversight role, our board of directors has the responsibility to satisfy itself that the risk management processes designed and implemented by management are adequate and functioning as designed.

The role of the board of directors in overseeing the management of our risks is conducted primarily through committees of the board of directors, as disclosed in the descriptions of each of the committees below and in the charters of each of the committees. The full board of directors (or the appropriate board committee in the case of risks that are under the purview of a particular committee) discusses with management our major risk exposures, their potential impact on us, and the steps we take to manage them. When a board committee is responsible for evaluating and overseeing the management of a particular risk or risks, the chairman of the relevant committee reports on the discussion to the full board of directors during the committee reports portion of the next board meeting. This enables the board of directors and its committees to coordinate the risk oversight role, particularly with respect to risk interrelationships.

## **Committees of Our Board of Directors**

Our board of directors has established an audit committee, a compensation committee, and a nominating and corporate governance committee. The composition and responsibilities of each committee of our board of directors are described below. Members serve on these committees until their resignation or until otherwise determined by our board of directors. Our board of directors may establish other committees as it deems necessary or appropriate from time to time.

### ***Audit Committee***

Our audit committee consists of Mr. Atwood, Mr. Berger and Dr. Robinson. Our board of directors has determined that each of Mr. Atwood and Mr. Berger satisfy the independence requirements under the listing standards of Nasdaq and Rule 10A-3(b)(1) of the Exchange Act. We intend to comply with the listing requirement of Nasdaq regarding the composition of our audit committee within the transition period for newly public companies. The chair of our audit committee is Mr. Berger, who our board of directors has determined is an "audit committee financial expert" within the meaning of SEC regulations. Dr. Robinson is not "independent" due to his service and compensation received as a consultant to us within the past three years, and we are relying on the phase-in schedules set forth in Nasdaq listing rule 5615(b)(1) with respect to Dr. Robinson's service on the audit committee. Each member of our audit committee can read and understand fundamental financial statements in accordance with applicable requirements. In arriving at these determinations, our board of directors has examined each audit committee member's scope of experience and the nature of their employment in the corporate finance sector.

The primary purpose of the audit committee is to discharge the responsibilities of our board of directors with respect to our corporate accounting and financial reporting processes, systems of internal control and financial statement audits, and to oversee our independent registered public accounting firm. Specific responsibilities of our audit committee include:

- § helping our board of directors oversee our corporate accounting and financial reporting processes;

- § managing the selection, engagement, qualifications, independence and performance of a qualified firm to serve as the independent registered public accounting firm to audit our financial statements;
- § discussing the scope and results of the audit with the independent registered public accounting firm, and reviewing, with management and the independent accountants, our interim and year-end operating results;
- § developing procedures for employees to submit concerns anonymously about questionable accounting or audit matters;
- § reviewing related person transactions;
- § establishing insurance coverage for the Company's officers and directors;
- § overseeing the preparation of the Company's annual proxy statement, reviewing with management the Company's financial statements to be included the Company's quarterly reports to be filed with the SEC, and reviewing with management the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosures in the Company's periodic reports filed with the SEC;
- § obtaining and reviewing a report by the independent registered public accounting firm at least annually that describes our internal quality control procedures, any material issues with such procedures and any steps taken to deal with such issues when required by applicable law; and
- § approving or, as permitted, pre-approving, audit and permissible non-audit services to be performed by the independent registered public accounting firm.

Our audit committee will operate under a written charter, which will be effective upon the completion of this offering, that satisfies the applicable listing standards of Nasdaq.

### ***Compensation Committee***

Our compensation committee consists of Mr. Atwood, Dr. Lacey and Dr. Steinman. The chair of our compensation committee is Mr. Atwood. Our board of directors has determined that each of Mr. Atwood and Dr. Lacey is independent under the listing standards of Nasdaq, a "non-employee director" as defined in Rule 16b-3 promulgated under the Exchange Act and an "outside director" as defined in Section 162(m) of the Internal Revenue Code of 1986, as amended, or the Code. Dr. Steinman is not "independent" due to his service and compensation received as a consultant to us within the past three years and we are relying on the phase-in schedules set forth in Nasdaq listing rule 5615(b)(1) with respect to Dr. Steinman's service on the compensation committee. We are permitted to phase in our compliance with the independent compensation committee requirements set forth by Nasdaq listing standards as follows: (1) one independent member at the time of listing, (2) a majority of independent members within 90 days of listing and (3) all independent members within one year of listing. We intend to comply with the listing requirement of Nasdaq regarding the composition of our compensation committee within the transition period for newly public companies. Within one year of our listing on The Nasdaq Global Market, we expect that \_\_\_\_\_ will have resigned from our compensation committee and that each new director added to the compensation committee will be independent under Nasdaq listing rules, a non-employee director, as defined in Rule 16b-3 promulgated under the Exchange Act, and an "outside director," as defined pursuant to Section 162(m) of the Code.

The primary purpose of our compensation committee is to discharge the responsibilities of our board of directors in overseeing our compensation policies, plans and programs and to review and

determine the compensation to be paid to our executive officers, directors and other senior management, as appropriate. Specific responsibilities of our compensation committee include:

- § reviewing and approving the compensation of our chief executive officer, other executive officers and senior management;
- § reviewing and recommending to our board of directors the compensation paid to our directors;
- § administering our equity incentive plans and other benefit programs;
- § reviewing, adopting, amending and terminating incentive compensation and equity plans, severance agreements, profit sharing plans, bonus plans, change-of-control protections and any other compensatory arrangements for our executive officers and other senior management; and
- § reviewing and establishing general policies relating to compensation and benefits of our employees, including our overall compensation philosophy.

Our compensation committee will operate under a written charter, which will be effective upon the completion of this offering, that satisfies the applicable listing standards of Nasdaq.

#### ***Nominating and Corporate Governance Committee***

Our nominating and corporate governance committee consists of Mr. Berger, Dr. Lacey and Dr. Steinman. The chair of our nominating and corporate governance committee is Dr. Lacey. Our board of directors has determined that Mr. Berger and Dr. Lacey are "independent" as defined under the applicable Nasdaq listing standards and SEC rules and regulations. Dr. Steinman is not "independent" due to his service and compensation received as a consultant to us within the past three years and we are relying on the phase-in schedules set forth in Nasdaq listing rule 5615(b)(1) with respect to Dr. Steinman's service on the nominating and corporate governance committee. We are permitted to phase in our compliance with the independent nominating and corporate governance committee requirements set forth by the Nasdaq listing standards as follows: (1) one independent member at the time of listing, (2) a majority of independent members within 90 days of listing and (3) all independent members within one year of listing. Within one year of our listing on the Nasdaq Global Market, we expect that Dr. Steinman will have resigned from our nominating and corporate governance committee and that any new directors added to the nominating and corporate governance committee will be independent under Nasdaq listing rules.

Specific responsibilities of our nominating and corporate governance committee include:

- § identifying and evaluating candidates, including the nomination of incumbent directors for reelection and nominees recommended by stockholders, to serve on our board of directors;
- § considering and making recommendations to our board of directors regarding the composition and chairmanship of the committees of our board of directors;
- § instituting plans or programs for the continuing education of our board of directors and orientation of new directors;
- § developing and making recommendations to our board of directors regarding corporate governance guidelines and matters; and
- § overseeing periodic evaluations of the board of directors' performance, including committees of the board of directors.

Our nominating and corporate governance committee will operate under a written charter, which will be effective upon the completion of this offering, that satisfies the applicable listing standards of Nasdaq.

## Code of Business Conduct and Ethics

We have adopted a written code of business conduct and ethics, which will be effective upon the closing of this offering that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Upon the closing of this offering, our code of business conduct and ethics will be available under the Corporate Governance section of our website at [www.atreca.com](http://www.atreca.com). In addition, we intend to post on our website all disclosures that are required by law or the listing standards of the Nasdaq concerning any amendments to, or waivers from, any provision of the code. The reference to our website address does not constitute incorporation by reference of the information contained at or available through our website, and you should not consider it to be a part of this prospectus.

## Compensation Committee Interlocks and Insider Participation

None of the members of the compensation committee is currently or has been at any time one of our officers or employees. None of our executive officers currently serves, or has served during the last year, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

## Non-Employee Director Compensation

The following table sets forth information regarding the compensation earned or paid to our non-employee directors during the year ended December 31, 2018. We do not currently have a formal non-employee director compensation program, and non-employee directors are compensated for their service as non-employee directors as determined on an individual basis by our board of directors. We have adopted a non-employee director compensation policy, which will be effective upon the closing of this offering. Under the non-employee director compensation policy, our non-employee directors will be eligible to receive compensation for service on our board of directors and committees of our board of directors.

John A. Orwin, our President and Chief Executive Officer, and Tito A. Serafini, our Chief Strategy Officer, are also members of our board of directors, but did not receive any additional compensation for service as a director. The compensation of Mr. Orwin and Dr. Serafini as named executive officers is set forth below under "Executive Compensation—Summary Compensation Table."

<u>Name</u>	<u>Fees Earned or Paid in Cash</u>	<u>All Other Compensation</u>	<u>Total</u>
Brian Atwood	\$ 35,000	\$ —	\$ 35,000
Franklin Berger	25,000	—	25,000
David Lacey, M.D.	25,000	—	25,000
William H. Robinson, M.D., Ph.D.(1)	—	250,000	250,000
Lawrence Steinman, M.D.(2)	—	150,000	150,000

- (1) Dr. Robinson entered into an amended and restated consulting agreement with us, effective as of January 1, 2017, by which Dr. Robinson provides consulting services to us in the field of research and development of diagnostics, biologic therapeutics and paired diagnostics and biologic therapeutics and receives an annual consulting fee of \$250,000, payable in quarterly installments.
- (2) Dr. Steinman entered into an amended and restated consulting agreement with us on October 3, 2017, by which Dr. Steinman provides consulting services to us in the field of



research and development of diagnostics, biologic therapeutics and paired diagnostics and biologic therapeutics and receives an annual consulting fee of \$150,000, payable in quarterly installments. This amended and restated consulting agreement was amended and restated in January 2019 to increase the annual consulting fee to \$175,000, among other things, and shall terminate on December 31, 2019.

## EXECUTIVE COMPENSATION

Our named executive officers, as of December 31, 2018, were:

- § John A. Orwin, who was appointed as our President and Chief Executive Officer in April 2018;
- § Tito A. Serafini, Chief Strategy Officer, who previously served as our President and Chief Executive Officer until April 2018;
- § Susan Berland, who served as our Chief Financial Officer until her retirement in March 2019; and
- § Norman Michael Greenberg, our Chief Scientific Officer.

### Summary Compensation Table

The following table sets forth information concerning the compensation of our named executive officers during the fiscal year ended December 31, 2018:

Name and Principal Position	Year	Salary (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation \$(1)	All Other Compensation \$(2)	Total (\$)
John A. Orwin <i>President and Chief Executive Officer</i>	2018	318,750	4,294,637	—	2,145	4,615,532
Tito A. Serafini <i>Chief Strategy Officer and Former President and Chief Executive Officer</i>	2018	413,170	2,019,627	158,000	5,658	2,596,455
Susan Berland <i>Chief Financial Officer</i>	2018	330,000	117,723	105,000	6,327	559,050
Norman Michael Greenberg <i>Chief Scientific Officer</i>	2018	393,225	177,421	128,625	101,418	800,689

- (1) The amounts disclosed represent the applicable named executive officer's total performance bonus earned for the fiscal year ended December 31, 2018, as described below under "—Non-Equity Incentive Plan Compensation."
- (2) The amounts disclosed for each of our named executive officers (other than Dr. Greenberg) represent the life insurance premiums paid by us for each such named executive officer. For Dr. Greenberg, the amounts disclosed represent (i) \$76,802 of housing and other living expenses provided for the officer's residence, (ii) \$18,965 for commuting expenses, and (iii) \$5,651 for life insurance premiums paid by us.

### Nonqualified Deferred Compensation

Our named executive officers did not participate in, or earn any benefits under, a non-qualified deferred compensation plan sponsored by us during 2018.

### Non-Equity Incentive Plan Compensation

In addition to base salaries, our named executive officers are eligible to receive performance-based cash bonuses, which are designed to provide appropriate incentives to our executives to achieve defined performance goals and to reward our executives for individual achievement towards these goals. The performance-based cash bonus each executive officer is eligible to receive is

generally based on the extent to which we achieve the corporate goals and the extent to which our executives achieve their individual goals that our board or compensation committee establishes at the beginning of each year and is paid annually.

For the fiscal year ended December 31, 2018: (i) Mr. Orwin was eligible to receive a bonus at an annual target of 45% of his base salary based on our achievement of our 2018 corporate goals related to the generation of additional immuno-oncology pipeline assets, acquiring oncology patient samples and fundraising of \$125 million pursuant to equity sales, and his bonus was also based on his personal goals of managing our business in terms of overall strategy, pipeline development, business and partnership development, leading our financing initiatives and initiatives related to this offering; (ii) Dr. Serafini was eligible to receive a bonus at an annual target of 40% of his base salary based on our achievement of our 2018 corporate goals described above and his personal goals of collecting and screening patient samples, advancing the development of ATRC-101 and recruiting a new chief executive officer; (iii) Ms. Berland was eligible to receive a bonus at an annual target of 35% of her base salary based on our achievement of our 2018 corporate goals described above and her personal goals of managing our facilities, operations, strategy and corporate development, positioning the company for a successful equity funding effort, increasing standards of company finance and administrative processes and delivering spending transparency and (iv) Dr. Greenberg was eligible to receive a bonus at an annual target of 35% of his base salary based on our achievement of our 2018 corporate goals described above and his personal goals of managing our therapeutic research and preclinical development, expanding our pipeline and value of antibody assets, support our IND filings, establishing scientific biomarkers and framework for protecting therapeutic-focused intellectual property. All bonuses for the fiscal year ended December 31, 2018 were paid in cash in 2019.

### **Agreements with our Named Executive Officers & Potential Payments Upon Termination or Change of Control**

Below are descriptions of our employment agreements and offer letter agreements with our named executive officers. The agreements generally provide for at-will employment and set forth the named executive officer's initial base salary, eligibility for employee benefits and severance benefits upon a qualifying termination of employment. Furthermore, each of our named executive officers has executed a form of our standard proprietary information and inventions assignment agreement. The key terms of the employment agreements with our named executive officers, including potential payments upon termination or change of control, are described below.

#### ***John A. Orwin***

In March 2018, we entered into an executive employment agreement with John A. Orwin, or the Orwin Employment Agreement, which provides for his at-will employment as our President and Chief Executive Officer, with no specific term. The Orwin Employment Agreement provides for an annual base salary of \$450,000 and an annual discretionary bonus of up to 45% of his base salary, the amount of which will be decided in the sole discretion of our board of directors based upon our and Mr. Orwin's achievement of objectives and milestones determined on an annual basis by our board of directors. Pursuant to the Orwin Employment Agreement, Mr. Orwin was granted an initial option to purchase a number of shares representing 5.5% of our Class A common stock on a fully diluted basis, which share number represented 4,175,000 shares as of the grant date. This initial option grant vests over a four-year period during which 25% of the shares subject to this option grant vest on the one-year anniversary of Mr. Orwin's date of employment and the remaining shares subject to this option grant vest in 36 equal monthly installments thereafter, in each case, subject to Mr. Orwin's continued service with the Company. Mr. Orwin is also entitled to receive an additional option to purchase shares of our Class A common stock if his percentage owned of our capital stock

drops below 4% (on a fully-diluted, as converted to Class A common stock basis) upon the earliest to occur of (A) the date of the first issuance of our capital stock to the public pursuant to a firmly underwritten public offering pursuant to an effective registration statement, (B) a change of control of our company, or (C) three years after March 21, 2018, such that after such grant Mr. Orwin's percentage owned of our capital stock will equal 4%. Mr. Orwin has also executed our standard form of employee confidential information and inventions assignment agreement, whereby he agrees to maintain confidentiality regarding any confidential information regarding the company and assigns to the Company all intellectual property pertaining to our company.

The Orwin Employment Agreement provides for payments to be made to Mr. Orwin upon certain qualifying terminations of his employment, including in connection with a Change of Control of the Company (as such term is defined in the Orwin Employment Agreement and summarized below). Pursuant to the Orwin Employment Agreement, if Mr. Orwin (i) is terminated without Cause (as such term is defined in the Orwin Employment Agreement and summarized below) and other than as a result of death or disability or (ii) resigns for Good Reason (as such term is defined in the Orwin Employment Agreement and summarized below), then, provided that Mr. Orwin signs, and does not subsequently revoke, a separation agreement and release of claims in favor of our company, Mr. Orwin will receive the following: (i) a severance payment equal to one year of his base salary to be paid in a lump sum on the 60th day following his termination of employment, (ii) subject to Mr. Orwin's timely election of continued coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or COBRA, payment by us of Mr. Orwin's COBRA premiums for Mr. Orwin and eligible dependents for a period of up to 12 months following his termination of employment, or, if our company determines that it cannot pay these COBRA premiums without a substantial risk of violating applicable law, we may pay to Mr. Orwin a taxable monthly payment in an amount equal to the monthly COBRA premium that Mr. Orwin would be required to pay to continue his group health coverage in effect on the date of Mr. Orwin's termination of employment for a period of up to 12 months following his termination of employment, and (iii) only if such termination or resignation occurs within the 30-day period prior to or within the 12-month period following a Change of Control, the acceleration of vesting of all unvested equity awards held by Mr. Orwin. In addition, if Mr. Orwin's employment with the Company terminates as a result of death or disability, then the vesting on 50% of the outstanding unvested equity awards held by Mr. Orwin on his last day of employment will be accelerated.

For the purposes of the Orwin Employment Agreement, "Cause" means Mr. Orwin's (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against our company; (c) material breach of his duties to our company; (d) intentional damage to any property of our company; (e) misconduct, or other violation of our policy that causes harm; (f) breach of any written agreement with our company; and (g) conduct which in the good faith and reasonable determination of our board of directors demonstrates gross unfitness to serve.

For the purposes of the Orwin Employment Agreement, "Good Reason" means (a) a material reduction in Mr. Orwin's base salary, which the parties agree is a reduction of at least 10% of Mr. Orwin's base salary (unless pursuant to a salary reduction program applicable generally to our company's similarly situated employees); (b) a material reduction in Mr. Orwin's duties (including responsibilities or authorities); provided, however, that, solely following a change of control, a change in job position (including a change in title) shall not be deemed a "material reduction" in and of itself unless Mr. Orwin's new duties are materially reduced from his prior duties; or (c) a relocation of Mr. Orwin's principal place of employment to a place that increases Mr. Orwin's one-way commute by more than 50 miles as compared to Mr. Orwin's then-current principal place of employment immediately prior to such relocation.

For the purposes of the Orwin Employment Agreement, "Change of Control" means (i) any consolidation or merger by us with or into any other entity other than any consolidation or merger in which the shares of our capital stock immediately prior the consolidation or merger continue to represent a majority of the voting power of the surviving entity immediately after the consolidation or merger or (ii) any transaction or series of related transactions to which we are a party and in which more than 50% of our voting power is transferred, provided that a Change of Control does not include any transaction or series of transactions principally for bona fide equity financing purposes where we receive cash or in which any of our indebtedness is cancelled.

***Tito A. Serafini***

In June 2018, we entered into an amended and restated executive employment agreement with Tito Serafini, or the Serafini Employment Agreement, which provides for his at-will employment as our Chief Strategy Officer and continued service on our board of directors, subject to the provisions of our amended and restated certificate of incorporation and our amended and restated voting agreement, each as amended from time to time. The Serafini Employment Agreement provides for an annual base salary of \$413,170 and an annual discretionary bonus of up to 40% of his base salary, the amount of which will be decided in the sole discretion of our board of directors based upon our and Dr. Serafini's achievement of objectives and milestones determined on an annual basis by our board of directors. Pursuant to the Serafini Employment Agreement, Dr. Serafini was granted a new option to purchase 600,000 shares of our Class A common stock on April 28, 2018, of which 150,000 options were vested as of the grant date, and the remainder of the options are scheduled to vest monthly over the four-year period beginning on April 16, 2018, subject to Dr. Serafini's continued service with the Company. Dr. Serafini is also entitled to receive an additional option to purchase shares of our Class A common stock, or the Make-up Option, if his percentage owned of our capital stock drops below 3.4% (on a fully-diluted, as converted to Class A common stock basis) upon the earliest to occur of (A) the date of the first issuance of our capital stock to the public pursuant to a firmly underwritten public offering pursuant to an effective registration statement, (B) a change of control of our company, or (C) three years after June 26, 2018, such that after such grant Dr. Serafini's percentage owned of our capital stock will equal 3.4%. Dr. Serafini has also executed the Company's standard form of employee confidential information and inventions assignment agreement, whereby he agrees to maintain confidentiality regarding any confidential information regarding the company and assigns to the Company all intellectual property pertaining to the Company.

The Serafini Employment Agreement provides for payments to be made to Dr. Serafini upon certain qualifying terminations of his employment, including in connection with a Change of Control of the Company (as such term is defined in the Serafini Employment Agreement and summarized below). Pursuant to the Serafini Employment Agreement, if Dr. Serafini (A) is terminated without Cause (as such term is defined in the Serafini Employment Agreement and summarized below) and other than as a result of death or disability or (B) resigns for Good Reason (as such term is defined in the Serafini Employment Agreement and summarized below), in either case (1) prior to the 60-day period prior to or more than 12 months following a Change of Control or (2) on any date following April 16, 2019, then, provided that Dr. Serafini signs, and does not subsequently revoke, a separation agreement and release of claims in favor of our company, Dr. Serafini will receive the following: (i) a severance payment equal to nine months of his base salary to be paid in a lump sum on the 60<sup>th</sup> day following his termination of employment and (ii) subject to Dr. Serafini's timely election of continued coverage under COBRA, payment by us of Dr. Serafini's COBRA premiums for Dr. Serafini and eligible dependents for a period of up to nine months following his termination of employment, or, if our company determines that it cannot pay these COBRA premiums without a substantial risk of violating applicable law, we may pay to Dr. Serafini a taxable monthly payment in an amount equal to the monthly COBRA premium that Dr. Serafini would be required to pay to

continue his group health coverage in effect on the date of Dr. Serafini's termination of employment for a period of up to nine months following his termination of employment. If such termination or resignation occurs within the 60-day period prior to or within the 12-month period following a Change of Control, in addition to the above-described severance benefits, Dr. Serafini would also be entitled to the acceleration of vesting of all unvested equity awards held by Dr. Serafini.

If Dr. Serafini is (A) terminated without Cause (as such term is defined in the Serafini Employment Agreement and summarized below) and other than as a result of death or disability or (B) resigns for Good Reason (as such term is defined in the Serafini Employment Agreement and summarized below), in either case, on any date prior to April 16, 2019, then, provided that Dr. Serafini signs, and does not subsequently revoke, a separation agreement and release of claims in favor of the Company, Dr. Serafini will receive the following: (i) a severance payment equal to 15 months of his base salary, (ii) subject to Dr. Serafini's timely election of continued coverage under COBRA, payment by us of Dr. Serafini's COBRA premiums for Dr. Serafini and eligible dependents for a period of up to 15 months following his termination of employment, or, if our company determines that it cannot pay these COBRA premiums without a substantial risk of violating applicable law, we may pay to Dr. Serafini a taxable monthly payment to in an amount equal to the monthly COBRA premium that Dr. Serafini would be required to pay to continue his group health coverage in effect on the date of Dr. Serafini's termination of employment for a period up to 15 months following his termination of employment, (iii) the acceleration of vesting of all equity awards held by Dr. Serafini prior to April 1, 2018, and (iv) if Dr. Serafini is terminated without Cause (as such term is defined in the Serafini Employment Agreement and summarized below) or resigns without Good Reason (as such term is defined in the Serafini Employment Agreement and summarized below), the vesting on 25% of 600,000 shares of outstanding then-unvested new equity awards held by Dr. Serafini granted to him in connection with the Serafini Employment Agreement and on 25% of the unvested portion of the Make-up Option, if any are outstanding as of that time.

If Dr. Serafini is terminated due to his death or disability, then as of the termination date, (i) Dr. Serafini's then-unvested equity awards shall cease to vest, (ii) all unearned compensation payments to Dr. Serafini will terminate immediately and (iii) Dr. Serafini will not be entitled to any severance benefits, including any cash severance, payment by us of his COBRA premiums or special cash payments.

For the purposes of the Serafini Employment Agreement, "Cause" means Dr. Serafini's (a) commission of any felony or crime involving dishonesty; (b) willful participation in any fraud against our company; (c) willful breach of his material duties to our company; (d) willful and material damage to any property of our company; (e) willful misconduct or other violation of our policy that causes material harm to our company; (f) willful and material breach of any written agreement with our company; and (g) willful conduct which in the good faith and reasonable determination of our board of directors demonstrates gross unfitness to serve.

For the purposes of the Serafini Employment Agreement, "Good Reason" means (a) a material reduction in Dr. Serafini's base salary, which the parties agree is a reduction of at least 10% of Dr. Serafini's base salary (unless pursuant to a salary reduction program applicable generally to our company's similarly situated employees); (b) a material reduction in Dr. Serafini's duties (including responsibilities or authorities); provided, however, that a change in job position (including a change in title) shall not be deemed a "material reduction" in and of itself unless Dr. Serafini's new duties are materially reduced from his prior duties; (c) a material breach by our company of any written agreement between Dr. Serafini and our company; or (d) a relocation of Dr. Serafini's principal place of employment to a place that increases Dr. Serafini's one-way commute by more than 50 miles as

compared to Dr. Serafini's then-current principal place of employment immediately prior to such relocation.

The Serafini Employment Agreement defines "Change of Control" in a manner similar to the Orwin Employment Agreement (as described above).

### ***Susan Berland***

In April 2016, we entered into an executive employment agreement with Susan Berland, or the Berland Employment Agreement, which provides for her at-will employment as our EVP and Chief Financial Officer. The Berland Employment Agreement provides for an annual base salary of \$285,000 and an annual discretionary bonus of up to 35% of her base salary, the amount of which was decided in the sole discretion of our board of directors based upon our and Ms. Berland's achievement of objectives and milestones determined on an annual basis by our board of directors. Ms. Berland has also executed the Company's standard form of employee confidential information and inventions assignment agreement, whereby she agrees to maintain confidentiality regarding any confidential information regarding the company and assigns to the Company all intellectual property pertaining to the Company. Ms. Berland retired from all employment positions with us in March 2019.

The Berland Employment Agreement provides for payments to be made to Ms. Berland upon certain qualifying terminations of her employment, including in connection with a Change of Control of the Company (as such term is defined in the Berland Employment Agreement and summarized below). Pursuant to the Berland Employment Agreement, if Ms. Berland (i) is terminated without Cause (as such term is defined in the Berland Employment Agreement and summarized below) and other than as a result of death or disability or (ii) resigns for Good Reason (as such term is defined in the Berland Employment Agreement and summarized below), in either case prior to the 30-day period prior to the closing of a Change of Control or more than 12 months following the closing of a Change in Control, then, provided that Ms. Berland signs, and does not subsequently revoke, a separation agreement and release of claims in favor of our company, Ms. Berland will receive the following: (i) a severance payment equal to six months of her base salary to be paid in a lump sum on the 60th day following her termination of employment, (ii) subject to Ms. Berland's timely election of continued coverage under COBRA, payment by us of Ms. Berland's COBRA premiums for Ms. Berland and eligible dependents for a period of up to 6 months following her termination of employment, or, if our company determines that it cannot pay these COBRA premiums without a substantial risk of violating applicable law, we may pay to Ms. Berland a taxable monthly payment in an amount equal to the monthly COBRA premium that Ms. Berland would be required to pay to continue her group health coverage in effect on the date of Ms. Berland's termination of employment for a period of up to 6 months following her termination of employment, or the Berland COBRA Payments, and (iii) only if such termination or resignation occurs within the 30-day period prior to or within the 12-month period following a Change of Control, the acceleration of vesting of all unvested equity awards held by Ms. Berland.

If Ms. Berland was terminated due to her death or disability, then as of the termination date, (i) Ms. Berland's then-unvested equity awards shall cease to vest, (ii) all unearned compensation payments to Ms. Berland will terminate immediately and (iii) Ms. Berland will not be entitled to any severance benefits, including any cash severance, payment by us of her COBRA premiums or special cash payments.

For the purposes of the Berland Employment Agreement, "Cause" means Ms. Berland's (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against our company; (c) material breach of her duties to our company; (d) persistent unsatisfactory performance of job duties after written notice from our board of directors and a reasonable opportunity to cure (if

curable), (e) intentional damage to any property of our company; (e) misconduct or other violation of our policy that causes harm to our company; (f) misconduct or other violation of Company policy that causes harm, (g) breach of any written agreement with our company; and (h) conduct which in the good faith and reasonable determination of our board of directors demonstrates gross unfitness to serve.

For the purposes of the Berland Employment Agreement, "Good Reason" means (a) a material reduction in Ms. Berland's base salary, which the parties agree is a reduction of at least 10% of Ms. Berland's base salary (unless pursuant to a salary reduction program applicable generally to our company's similarly situated employees); (b) a material reduction in Ms. Berland's duties (including responsibilities or authorities); provided, however, that a change in job position (including a change in title) shall not be deemed a "material reduction" in and of itself unless Ms. Berland's new duties are materially reduced from her prior duties; or (c) a relocation of Ms. Berland's principal place of employment to a place that increases Ms. Berland's one-way commute by more than 50 miles as compared to Ms. Berland's then-current principal place of employment immediately prior to such relocation.

The Berland Employment Agreement defines "Change of Control" in a manner similar to the Orwin Employment Agreement (as described above).

In April 2019, we entered into a separation agreement with Ms. Berland, or the Berland Separation Agreement, pursuant to which Ms. Berland will provide to us certain transition consulting services, including providing strategic advice and counseling, from March 31, 2019 until December 31, 2019. The Berland Separation Agreement provides for (i) severance pay, equivalent to six months of Ms. Berland's base salary in effect as of the separation date, (ii) the COBRA Payments, (iii) continued vesting of Ms. Berland's outstanding stock options on the same terms and conditions through December 31, 2019 and (v) payment of \$350 per hour of work for us for a maximum of 170 hours per month.

#### ***Norman Michael Greenberg***

In March 2016, we entered into an executive employment agreement with Norman Michael Greenberg, or the Greenberg Employment Agreement, which provides for his at-will employment as our Senior Vice President and Chief Scientific Officer. The Greenberg Employment Agreement provides for an annual base salary of \$350,000 and an annual discretionary bonus of up to 35% of his base salary, the amount of which will be decided in the sole discretion of our board of directors based upon our and Dr. Greenberg's achievement of objectives and milestones determined on an annual basis by our board of directors. Pursuant to the Greenberg Employment Agreement, Dr. Greenberg was granted an initial option to purchase 733,211 shares of our Class A common stock. This initial option grant vests over a four-year period during which 25% of the options vested on the one-year anniversary of Dr. Greenberg's date of employment and the remaining options vest in 36 equal monthly installments thereafter, in each case, subject to Dr. Greenberg's continued service with the Company. Pursuant to the Greenberg Employment Agreement, Dr. Greenberg also received a sign-on advance bonus of \$50,000, which was considered earned in March 2017 following the completion of his one-year anniversary of continuous service with the Company. Additionally, pursuant to the Greenberg Employment Agreement, Dr. Greenberg was entitled to (A) the reimbursement of reasonable expenditures incurred by Dr. Greenberg during the first 12 months of his employment with us for temporary housing (up to \$4,000 per month) and for up to two trips per month of travel between the San Francisco Bay Area and his then-primary residence (up to \$1,300 per month), (B) the reimbursement of up to \$50,000 for relocation expenses incurred not later than August 31, 2017 and (C) tax gross-up assistance with respect to any portion of the above-described relocation benefit amounts that were taxable to Dr. Greenberg without a full



corresponding deduction. Dr. Greenberg has also executed the Company's standard form of employee confidential information and inventions assignment agreement, whereby he agrees to maintain confidentiality regarding any confidential information regarding the company and assigns to the Company all intellectual property pertaining to the Company.

The Greenberg Employment Agreement provides for payments to be made to Dr. Greenberg upon certain qualifying terminations of his employment, including in connection with a Change of Control of the Company (as such term is defined in the Greenberg Employment Agreement and summarized below). Pursuant to the Greenberg Employment Agreement, if Dr. Greenberg (i) is terminated without Cause (as such term is defined in the Greenberg Employment Agreement and summarized below) and other than as a result of death or disability or (ii) resigns for Good Reason (as such term is defined in the Greenberg Employment Agreement and summarized below), in either case prior to the 30-day period prior to the closing of a Change of Control or more than 12 months following the closing of a Change in Control, then, provided that Dr. Greenberg signs, and does not subsequently revoke, a separation agreement and release of claims in favor of our company, Dr. Greenberg will receive the following: (i) a severance payment equal to six months of his base salary to be paid in a lump sum on the 60th day following his termination of employment, (ii) subject to Dr. Greenberg's timely election of continued coverage under COBRA, payment by us of Dr. Greenberg's COBRA premiums for Dr. Greenberg and eligible dependents for a period of up to 6 months following her termination of employment, or, if our company determines that it cannot pay these COBRA premiums without a substantial risk of violating applicable law, we may pay to Dr. Greenberg a taxable monthly payment in an amount equal to the monthly COBRA premium that Dr. Greenberg would be required to pay to continue his group health coverage in effect on the date of Dr. Greenberg's termination of employment for a period of up to 6 months following her termination of employment, and (iii) only if such termination or resignation occurs within the 30-day period prior to or within the 12-month period following a Change of Control, the acceleration of vesting of all unvested equity awards held by Dr. Greenberg.

If Dr. Greenberg is terminated due to his death or disability, then as of the termination date, (i) Dr. Greenberg's then-unvested equity awards shall cease to vest, (ii) all unearned compensation payments to Dr. Greenberg will terminate immediately and (iii) Dr. Greenberg will not be entitled to any severance benefits, including any cash severance, payment by us of his COBRA premiums or special cash payments.

For the purposes of the Greenberg Employment Agreement, "Cause" means Dr. Greenberg's (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against our company; (c) material breach of his duties to our company; (d) persistent unsatisfactory performance of job duties after written notice from our board of directors and a reasonable opportunity to cure (if curable), (e) intentional damage to any property of our company; (f) misconduct or other violation of our policy that causes harm to our company; (g) misconduct or other violation of Company policy that causes harm, (h) breach of any written agreement with our company; and (i) conduct which in the good faith and reasonable determination of our board of directors demonstrates gross unfitness to serve.

For the purposes of the Greenberg Employment Agreement, "Good Reason" means (a) a material reduction in Dr. Greenberg's base salary, which the parties agree is a reduction of at least 10% of Dr. Greenberg's base salary (unless pursuant to a salary reduction program applicable generally to our company's similarly situated employees); (b) a material reduction in Dr. Greenberg's duties (including responsibilities or authorities); provided, however, that a change in job position (including a change in title) shall not be deemed a "material reduction" in and of itself unless in Dr. Greenberg's new duties are materially reduced from his prior duties; or (c) a relocation of

Dr. Greenberg's principal place of employment to a place that increases Dr. Greenberg's one-way commute by more than 50 miles as compared to Dr. Greenberg's then-current principal place of employment immediately prior to such relocation.

The Greenberg Employment Agreement defines "Change of Control" in a manner similar to the Orwin Employment Agreement (as described above).

In the event that the severance and other benefits payable to Mr. Orwin, Dr. Serafini, Ms. Berland or Dr. Greenberg constitute "parachute payments" under Section 280G of the U.S. tax code and would be subject to the applicable excise tax under Section 4999 of the Code, such severance and other benefits will be either (A) delivered in full or (B) delivered to such lesser extent which would result in no portion of such severance and other benefits being subject to the excise tax, whichever results in the receipt on an after-tax basis of the greatest amount of benefits.

### Outstanding Equity Awards as of December 31, 2018

The following table presents the outstanding equity incentive plan awards held by each named executive officer as of December 31, 2018.

Name	Grant Date	Option Awards			
		Number of securities underlying unexercised options		Option exercise price (\$)	Option expiration date
		(#) exercisable	(#) unexercisable		
John A. Orwin	4/28/2018(1)	4,175,000	—	\$0.86	4/27/2028
	10/30/2018(2)	37,188	855,340	\$1.67	10/29/2028
	11/15/2018(2)	7,374	346,597	\$1.67	11/14/2028
Tito A. Serafini	2/3/2016(3)	200,000	—	\$0.76	2/2/2026
	4/28/2018(4)	600,000	—	\$0.86	4/27/2028
	10/30/2018(2)	35,348	813,026	\$1.67	10/29/2028
	11/15/2018(2)	6,268	294,607	\$1.67	11/14/2028
Susan Berland	5/1/2015(5)	34,708	—	\$0.11	4/30/2025
	2/3/2016(1)	242,087	—	\$0.76	2/2/2026
	4/28/2018(3)	200,000	—	\$0.86	4/27/2028
Norman Michael Greenberg	5/10/2016(1)	733,211	—	\$0.76	5/9/2026
	4/28/2018(3)	300,000	—	\$0.86	4/27/2028

- (1) 25% of the total shares subject to this option will vest one year after the vesting commencement date and 1/48<sup>th</sup> of the shares subject to this option will vest monthly thereafter subject to continued service to us through the applicable vesting date. If applicable, vesting accelerates as provided in, and subject to the terms and conditions of, that executive employment agreement, as may be amended from time to time. The option is subject to an early exercise provision and is immediately exercisable for restricted shares subject to the same vesting provisions.
- (2) 1/48<sup>th</sup> of the total shares subject to this option will vest monthly measured from the vesting commencement date subject to continued service to us through the applicable vesting date. If applicable, vesting accelerates as provided in, and subject to the terms and conditions of, that executive employment agreement, as may be amended from time to time.
- (3) 1/48<sup>th</sup> of the total shares subject to this option will vest monthly measured from the vesting commencement date subject to continued service to us through the applicable vesting date. If applicable, vesting accelerates as provided in, and subject to the terms and conditions of, that executive employment agreement, as may be amended from time to time. The option is subject

to an early exercise provision and is immediately exercisable for restricted shares subject to the same vesting provisions.

- (4) 25% of the total shares subject to this option vested on the vesting commencement date and 1/48<sup>th</sup> of the unvested shares will vest monthly thereafter subject to continued service to us through the applicable vesting date. If applicable, vesting accelerates as provided in, and subject to the terms and conditions of, that executive employment agreement, as may be amended from time to time. The option is subject to an early exercise provision and is immediately exercisable for restricted shares subject to the same vesting provisions.
- (5) 31.25% of the total shares subject to this option will vest on the 15 month anniversary of the vesting commencement date and 1/48<sup>th</sup> of the shares subject to this option will vest monthly thereafter subject to continued service to us through the applicable vesting date. If applicable, vesting accelerates as provided in, and subject to the terms and conditions of, that executive employment agreement, as may be amended from time to time. The option is subject to an early exercise provision and is immediately exercisable for restricted shares subject to the same vesting provisions.

## **Employee Benefit and Stock Plans**

### **2019 Equity Incentive Plan**

Our board of directors adopted and our stockholders approved our 2019 Equity Incentive Plan, or the 2019 Plan, on \_\_\_\_\_, 2019, and \_\_\_\_\_, 2019, respectively. The 2019 Plan will become effective, and no stock awards may be granted under the 2019 Plan until the execution of the underwriting agreement related to this offering. Once the 2019 Plan is effective, no further grants will be made under the 2010 Plan.

**Awards.** The 2019 Plan provides for the grant of incentive stock options, or ISOs, within the meaning of Section 422 of the Code, nonstatutory stock options, or NSOs, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance-based stock awards, and other forms of equity compensation, which are collectively referred to as stock awards. ISOs may be granted only to our employees and to any of our parent or subsidiary corporation's employees. All other awards may be granted to employees, including officers, and to non-employee directors and consultants of ours and any of our affiliates.

**Share Reserve.** Initially, the aggregate number of shares of our common stock that may be issued pursuant to stock awards under the 2019 Plan is the sum of (1) \_\_\_\_\_ shares plus (2) the number of shares remaining available for issuance under our 2010 Plan at the time our 2019 Plan becomes effective and (3) the number of shares subject to stock options or other stock awards granted under our 2010 Plan that would have otherwise returned to our 2010 Plan in accordance with its terms (such as upon the expiration or termination of a stock award prior to vesting). The number of shares of our common stock reserved for issuance under our 2019 Plan will automatically increase on January 1 of each year, beginning on January 1, 2020 and continuing through and including January 1, 2029, by \_\_\_\_\_ % of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares determined by our board of directors. The maximum number of shares that may be issued upon the exercise of ISOs under our 2019 Plan is \_\_\_\_\_ shares.

If a stock award granted under the 2019 Plan expires or otherwise terminates without being exercised in full, or is settled in cash, the shares of our common stock not acquired pursuant to the stock award again will become available for subsequent issuance under the 2019 Plan. In addition, the following types of shares under the 2019 Plan may become available for the grant of new stock awards under the 2019 Plan: (1) shares that are forfeited to or repurchased by us prior to becoming fully vested; (2) shares withheld to satisfy income or employment withholding taxes; or (3) shares used to pay the exercise or purchase price of a stock award. Shares issued under the 2019 Plan may be previously unissued shares or reacquired shares bought by us on the open market.

The maximum number of shares of common stock subject to stock awards granted under the 2019 Plan or otherwise during any one calendar year to any non-employee director, taken together with any cash fees paid by us to such non-employee director during such calendar year for service on the board of directors, will not exceed \$ in total value (calculating the value of any such stock awards based on the grant date fair value of such stock awards for financial reporting purposes), or, with respect to the calendar year in which a non-employee director is first appointed or elected to our board of directors, \$ .

*Administration.* Our board of directors, or a duly authorized committee thereof, has the authority to administer the 2019 Plan. Our board of directors may also delegate to one or more of our officers the authority to (1) designate employees (other than officers) to be recipients of certain stock awards, (2) determine the number of shares of common stock to be subject to such stock awards and (3) to the extent permitted by applicable law, specify the other terms applicable to such awards. Subject to the terms of the 2019 Plan, our board of directors or the authorized committee, referred to as the plan administrator, determines recipients, dates of grant, the numbers and types of stock awards to be granted, and the terms and conditions of the stock awards, including the period of their exercisability and the vesting schedule applicable to a stock award. Subject to the limitations set forth below, the plan administrator will also determine the exercise price, strike price, or purchase price of stock awards granted and the types of consideration to be paid for the stock award.

The plan administrator has the authority to modify outstanding stock awards under our 2019 Plan. Subject to the terms of our 2019 Plan, the plan administrator has the authority, without stockholder approval, to reduce the exercise, purchase, or strike price of any outstanding stock award, cancel any outstanding stock award in exchange for new stock awards, cash, or other consideration, or take any other action that is treated as a repricing under generally accepted accounting principles, with the consent of any adversely affected participant.

*Stock Options.* ISOs and NSOs are evidenced by stock option agreements adopted by the plan administrator. The plan administrator determines the exercise price for a stock option, within the terms and conditions of the 2019 Plan, provided that the exercise price of a stock option generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Options granted under the 2019 Plan vest at the rate specified by the plan administrator.

The plan administrator determines the term of stock options granted under the 2019 Plan, up to a maximum of 10 years. Unless the terms of an option holder's stock option agreement provide otherwise, if an option holder's service relationship with us, or any of our affiliates, ceases for any reason other than disability, death, or cause, the option holder may generally exercise any vested options for a period of three months following the cessation of service. The option term will automatically be extended in the event that exercise of the option following such a termination of service is prohibited by applicable securities laws or our insider trading policy. If an option holder's service relationship with us or any of our affiliates ceases due to disability or death, or an option holder dies within a certain period following cessation of service, the option holder or a beneficiary may generally exercise any vested options for a period of 12 months in the event of disability and 18 months in the event of death. In the event of a termination for cause, options generally terminate immediately. In no event may an option be exercised beyond the expiration of its term.

Acceptable consideration for the purchase of common stock issued upon the exercise of a stock option will be determined by the plan administrator and may include (1) cash, check, bank draft or money order, (2) a broker-assisted cashless exercise, (3) a net exercise of the option if it is an NSO and (4) other legal consideration approved by the plan administrator.

Unless the plan administrator provides otherwise, options generally are not transferable except by will, the laws of descent and distribution, or pursuant to a domestic relations order. An option holder may designate a beneficiary, however, who may exercise the option following the option holder's death.

***Tax Limitations on ISOs.*** The aggregate fair market value, determined at the time of grant, of our common stock with respect to ISOs that are exercisable for the first time by an option holder during any calendar year under all of our stock plans may not exceed \$100,000. Options or portions thereof that exceed such limit will be treated as NSOs. No ISOs may be granted to any person who, at the time of the grant, owns or is deemed to own stock possessing more than 10% of our total combined voting power or that of any of our parent or subsidiary corporations, unless (1) the option exercise price is at least 110% of the fair market value of the stock subject to the option on the date of grant and (2) the term of the ISO does not exceed five years from the date of grant.

***Restricted Stock Awards.*** Restricted stock awards are evidenced by restricted stock award agreements adopted by the plan administrator. Restricted stock awards may be granted in consideration for (1) cash, check, bank draft, or money order, (2) services rendered to us or our affiliates, or (3) any other form of legal consideration. Common stock acquired under a restricted stock award may, but need not, be subject to a share repurchase option in our favor in accordance with a vesting schedule as determined by the plan administrator. Rights to acquire shares under a restricted stock award may be transferred only upon such terms and conditions as set by the plan administrator. Except as otherwise provided in the applicable award agreement, restricted stock awards that have not vested will be forfeited upon the participant's cessation of continuous service for any reason.

***Restricted Stock Unit Awards.*** Restricted stock unit awards are evidenced by restricted stock unit award agreements adopted by the plan administrator. Restricted stock unit awards may be granted in consideration for any form of legal consideration or for no consideration. A restricted stock unit award may be settled by cash, delivery of stock, a combination of cash and stock as deemed appropriate by the plan administrator, or in any other form of consideration set forth in the restricted stock unit award agreement. Additionally, dividend equivalents may be credited in respect of shares covered by a restricted stock unit award. Rights under a restricted stock unit award may be transferred only upon such terms and conditions as set by the plan administrator. Restricted stock unit awards may be subject to vesting as determined by the plan administrator. Except as otherwise provided in the applicable award agreement, restricted stock units that have not vested will be forfeited upon the participant's cessation of continuous service for any reason.

***Stock Appreciation Rights.*** Stock appreciation rights are evidenced by stock appreciation grant agreements adopted by the plan administrator. The plan administrator determines the strike price for a stock appreciation right, which generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Upon the exercise of a stock appreciation right, we will pay the participant an amount in cash or stock equal to (1) the excess of the per share fair market value of our common stock on the date of exercise over the strike price, multiplied by (2) the number of shares of common stock with respect to which the stock appreciation right is exercised. A stock appreciation right granted under the 2019 Plan vests at the rate specified in the stock appreciation right agreement as determined by the plan administrator.

The plan administrator determines the term of stock appreciation rights granted under the 2019 Plan, up to a maximum of 10 years. Unless the terms of a participant's stock appreciation right agreement provides otherwise, if a participant's service relationship with us or any of our affiliates ceases for any reason other than cause, disability, or death, the participant may generally exercise any vested stock appreciation right for a period of three months following the cessation of service.

The stock appreciation right term will be further extended in the event that exercise of the stock appreciation right following such a termination of service is prohibited by applicable securities laws. If a participant's service relationship with us, or any of our affiliates, ceases due to disability or death, or a participant dies within a certain period following cessation of service, the participant or a beneficiary may generally exercise any vested stock appreciation right for a period of 12 months in the event of disability and 18 months in the event of death. In the event of a termination for cause, stock appreciation rights generally terminate immediately upon the occurrence of the event giving rise to the termination of the individual for cause. In no event may a stock appreciation right be exercised beyond the expiration of its term.

Unless the plan administrator provides otherwise, stock appreciation rights generally are not transferable except by will, the laws of descent and distribution, or pursuant to a domestic relations order. A stock appreciation right holder may designate a beneficiary, however, who may exercise the stock appreciation right following the holder's death.

*Performance Awards.* Our 2019 Plan permits the grant of performance-based stock and cash awards. The performance goals that may be selected include one or more of the following: earnings (including earnings per share and net earnings); earnings before interest, taxes, and depreciation; earnings before interest, taxes, depreciation, and amortization; total stockholder return; return on equity or average stockholder's equity; return on assets, investment, or capital employed; stock price; margin (including gross margin); income (before or after taxes); operating income; operating income after taxes; pre-tax profit; operating cash flow; sales or revenue targets; increases in revenue or product revenue; expenses and cost reduction goals; improvement in or attainment of working capital levels; economic value added (or an equivalent metric); market share; cash flow; cash flow per share; share price performance; debt reduction; customer satisfaction; stockholders' equity; capital expenditures; debt levels; operating profit or net operating profit; workforce diversity; growth of net income or operating income; billings; implementation or completion of projects or processes; financing; regulatory milestones; stockholder liquidity; corporate governance and compliance; product commercialization; intellectual property; personnel matters; progress of internal research or clinical programs; progress of partnered programs; partner satisfaction; budget management; clinical achievements; completing phases of a clinical study (including the treatment phase); announcing or presenting preliminary or final data from clinical studies; in each case, whether on particular timelines or generally; timely completion of clinical trials; submission of Device Master File(s) and other regulatory achievements; partner or collaborator achievements; internal controls, including those related to the Sarbanes-Oxley Act of 2002; research progress, including the development of programs; investor relations, analysts and communication; manufacturing achievements (including obtaining particular yields from manufacturing runs and other measurable objectives related to process development activities); strategic partnerships or transactions (including in-licensing and out-licensing of intellectual property); establishing relationships with commercial entities with respect to the marketing, distribution and sale of our products and services (including with group purchasing organizations, distributors and other vendors); supply chain achievements (including establishing relationships with manufacturers, suppliers and other services providers of the our products and services); co-development, co-marketing, profit sharing, joint venture, or other similar arrangements; individual performance goals; corporate development and planning goals; and other measures of performance selected by our board of directors or any committee thereof.

The performance goals may be based on company-wide performance or performance of one or more business units, divisions, affiliates, or business segments, and may be either absolute or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise in the award agreement at the time the award is granted or in such other document setting forth the performance goals at the time the goals are

established, we will appropriately make adjustments in the method of calculating the attainment of performance goals as follows: to exclude restructuring or other nonrecurring charges; to exclude exchange rate effects; to exclude the effects of changes to generally accepted accounting principles; to exclude the effects of any statutory adjustments to corporate tax rates; to exclude the effects of any items that are unusual in nature or occur infrequently as determined under generally accepted accounting principles; to exclude the dilutive effects of acquisitions or joint ventures; to assume that any business divested by us achieved performance objectives at targeted levels during the balance of a performance period following such divestiture; to exclude the effect of any change in the outstanding shares of our common stock by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; to exclude the effects of stock-based compensation and the award of bonuses under our bonus plans; to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles; and to exclude the effect of any other unusual, nonrecurring gain or loss or other extraordinary item. In addition, we retain the discretion to adjust or eliminate the compensation or economic benefit due upon attainment of the goals. The performance goals may differ from participant to participant and from award to award.

*Other Stock Awards.* The plan administrator may grant other awards based in whole or in part by reference to our common stock. The plan administrator will set the number of shares under the stock award and all other terms and conditions of such awards.

*Changes to Capital Structure.* In the event that there is a specified type of change in our capital structure, such as a stock split or recapitalization, appropriate adjustments will be made to (1) the class and maximum number of shares reserved for issuance under the 2019 Plan, (2) the class and maximum number of shares by which the share reserve may increase automatically each year, (3) the class and number of shares that may be issued upon the exercise of ISOs and (4) the class and number of shares and exercise price, strike price, or purchase price, if applicable, of all outstanding stock awards.

*Corporate Transactions.* In the event of certain specified significant corporate transactions, the plan administrator has the discretion to take any of the following actions with respect to stock awards:

- § arrange for the assumption, continuation, or substitution of a stock award by a surviving or acquiring entity or parent company;
- § arrange for the assignment of any reacquisition or repurchase rights held by us to the surviving or acquiring entity or parent company;
- § accelerate the vesting of the stock award and provide for its termination prior to the effective time of the corporate transaction;
- § arrange for the lapse of any reacquisition or repurchase right held by us;
- § cancel or arrange for the cancellation of the stock award in exchange for such cash consideration, if any, as our board of directors may deem appropriate; or
- § make a payment equal to the excess of (1) the value of the property the participant would have received upon exercise of the stock award over (2) the exercise price or strike price otherwise payable in connection with the stock award.

Our plan administrator is not obligated to treat all stock awards, even those that are of the same type, in the same manner.



Under the 2019 Plan, a significant corporate transaction is generally the consummation of (1) a sale or other disposition of all or substantially all of our consolidated assets, (2) a sale or other disposition of more than 50% of our outstanding securities, (3) a merger, consolidation or similar transaction following which we are not the surviving corporation or (4) a merger, consolidation, or similar transaction following which we are the surviving corporation but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction.

*Change in Control.* The plan administrator may provide, in an individual award agreement or in any other written agreement between a participant and us, that the stock award will be subject to additional acceleration of vesting and exercisability or settlement in the event of a change in control. Under the 2019 Plan, a change in control is generally (1) the acquisition by a person or entity of more than 50% of our combined voting power other than by merger, consolidation or similar transaction, (2) a consummated merger, consolidation, or similar transaction immediately after which our stockholders do not own more than 50% of the combined voting power of the surviving entity (or its parent company), (3) a consummated sale, lease or exclusive license or other disposition of all or substantially all of our consolidated assets and (4) changes in the board of directors.

*Amendment and Termination.* Our board of directors has the authority to amend, suspend, or terminate our 2019 Plan, provided that such action does not materially impair the existing rights of any participant without such participant's written consent and provided further that certain types of amendments will require the approval of our stockholders. No ISOs may be granted after the tenth anniversary of the date our board of directors adopts our 2019 Plan.

### **2019 Employee Stock Purchase Plan**

Our board of directors adopted the 2019 Employee Stock Purchase Plan, or the ESPP, in \_\_\_\_\_, 2019, and our stockholders approved the ESPP in \_\_\_\_\_, 2019. The ESPP will become effective upon the date of and contingent to the effectiveness of the underwriting agreement related to this offering. The purpose of the ESPP is to secure the services of new employees, to retain the services of existing employees and to provide incentives for such individuals to exert maximum efforts toward our success and that of our affiliates. The ESPP is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Code.

*Share Reserve.* Following this offering, the ESPP will authorize the issuance of \_\_\_\_\_ shares of our common stock pursuant to purchase rights granted to our employees or to employees of any of our designated affiliates. The number of shares of our common stock reserved for issuance will automatically increase on January 1 of each calendar year, from January 1, 2020 (assuming the ESPP becomes effective in 2019) through January 1, 2029, by the lesser of (1) 1% of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year, and (2) \_\_\_\_\_ shares; *provided*, that prior to the date of any such increase, our board of directors may determine that such increase will be less than the amount set forth in clauses (1) and (2).

*Administration.* Our board of directors intends to delegate concurrent authority to administer the ESPP to our compensation committee. The ESPP is implemented through a series of offerings under which eligible employees are granted purchase rights to purchase shares of our common stock on specified dates during such offerings. Under the ESPP, we may specify offerings with durations of not more than 27 months, and may specify shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of our common stock will be purchased for employees participating in the offering. An offering under the ESPP may be terminated under certain circumstances.



**Payroll Deductions.** Generally, all regular employees, including executive officers, employed by us or by any of our designated affiliates, may participate in the ESPP and may contribute, normally through payroll deductions, up to 15% of their earnings (as defined in the ESPP) for the purchase of our common stock under the ESPP. Unless otherwise determined by our board of directors, common stock will be purchased for the accounts of employees participating in the ESPP at a price per share equal to the lower of (a) 85% of the fair market value of a share of our common stock on the first date of an offering or (b) 85% of the fair market value of a share of our common stock on the date of purchase.

**Limitations.** Employees may have to satisfy one or more of the following service requirements before participating in the ESPP, as determined by our board of directors, including: (1) being customarily employed for more than 20 hours per week; (2) being customarily employed for more than five months per calendar year; or (3) continuous employment with us or one of our affiliates for a period of time (not to exceed two years). No employee may purchase shares under the ESPP at a rate in excess of \$25,000 worth of our common stock based on the fair market value per share of our common stock at the beginning of an offering for each year such a purchase right is outstanding. Finally, no employee will be eligible for the grant of any purchase rights under the ESPP if immediately after such rights are granted, such employee has voting power over 5% or more of our outstanding capital stock measured by vote or value pursuant to Section 424(d) of the Code.

**Changes to Capital Structure.** In the event that there occurs a change in our capital structure through such actions as a stock split, merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, liquidating dividend, combination of shares, exchange of shares, change in corporate structure, or similar transaction, the board of directors will make appropriate adjustments to (1) the class and number of shares reserved under the ESPP, (2) the class and maximum number of shares by which the share reserve may increase automatically each year, (3) the class and number of shares and purchase price of all outstanding purchase rights, and (4) the class and number of shares that are subject to purchase limits under ongoing offerings.

**Corporate Transactions.** In the event of certain significant corporate transactions, including (1) a sale of all or substantially all of our assets, (2) the sale or disposition of 50% of our outstanding securities, (3) the consummation of a merger or consolidation where we do not survive the transactions, and (4) the consummation of a merger or consolidation where we do survive the transaction but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction, any then-outstanding rights to purchase our stock under the ESPP may be assumed, continued, or substituted for by any surviving or acquiring entity (or its parent company). If the surviving or acquiring entity (or its parent company) elects not to assume, continue, or substitute for such purchase rights, then the participants' accumulated payroll contributions will be used to purchase shares of our common stock within 10 business days prior to such corporate transaction, and such purchase rights will terminate immediately after such purchase.

**ESPP Amendments, Termination.** Our board of directors has the authority to amend, suspend, or terminate our ESPP, provided that except in certain circumstances such amendment or termination may not materially impair any outstanding purchase rights without the holder's consent. We will obtain stockholder approval of any amendment to our ESPP, as required by applicable law or listing requirements.

## **2010 Equity Incentive Plan**

Our board of directors and certain of our stockholders approved in September 2010 the 2010 Plan, which became effective in September 2010. Our 2010 Plan has been periodically amended,

most recently in September 2018 when the amendment was approved by our board of directors and certain of our stockholders. Our 2010 Plan will be terminated prior to the closing of this offering, and thereafter we will not grant any additional awards under our 2010 Plan. However, our 2010 Plan will continue to govern the terms and conditions of the outstanding awards previously granted thereunder, which include options and restricted stock awards.

As of March 31, 2019, a total of 21,240,685 shares of our Class A common stock were reserved for issuance under the 2010 Plan. As of March 31, 2019, 15,528,475 shares of our Class A common stock were subject to outstanding option awards and 3,101,541 shares of our Class A common stock remained available for future issuance. The 2010 Plan will expire in September 2020 unless earlier terminated by our board of directors. Following the effectiveness of the 2019 Plan, no additional awards will be granted under the 2010 Plan.

*Administration.* The board of directors administers the 2010 Plan. Subject to the terms and conditions of the 2010 Plan, the board of directors has the authority to select the persons to whom awards are to be made, to determine the type or types of awards to be granted to each person, determine the number of awards to grant, determine the number of shares to be subject to such awards, determine the fair market value applicable to certain stock awards, and the terms and conditions of such awards, and make all other determinations and decisions and to take all other actions necessary or advisable for the administration of the 2010 Plan. The board of directors is also authorized to establish, adopt, amend or revise rules relating to administration of the 2010 Plan, subject to certain restrictions.

*Eligibility.* Options may be granted to individuals who are then our employees, consultants and members of our board of directors. Only employees may be granted ISOs.

*Awards.* The 2010 Plan permits the award of ISOs, NSOs, stock appreciation rights, restricted stock awards and restricted stock units. Only stock options have been granted under the 2010 Plan to date. Each award is set forth in a separate agreement with the person receiving the award and indicates the type, terms and conditions of the award.

- § NSOs provide for the right to purchase shares of our Class A common stock at a specified price which may not be less than the fair market value of a share of stock on the date of grant, and usually will become exercisable (at the discretion of our board of directors) in one or more installments after the grant date, subject to the participant's continued employment or service with us or subject to the satisfaction of performance targets established by our compensation committee (or the board of directors, in the case of awards to non-employee directors). NSOs may be granted for any term specified by our compensation committee (or the board of directors, in the case of awards to non-employee directors), but the term may not exceed ten years.
- § ISOs are designed to comply with the provisions of the Internal Revenue Code and are subject to specified restrictions contained in the Internal Revenue Code applicable to ISOs. Among such restrictions, ISOs must have an exercise price of not less than the fair market value of a share of Class A common stock on the date of grant, may only be granted to employees, must expire within a specified period of time following the optionee's termination of employment, and must be exercised within the ten years after the date of grant. In the case of an ISO granted to an individual who owns (or is deemed to own) more than 10% of the total combined voting power of all classes of our capital stock on the date of grant, the 2010 Plan provides that the exercise price must be at least 110% of the fair market value of a share of Class A common stock on the date of grant and the ISO must expire on the fifth anniversary of the date of its grant.

As of the date hereof, all of our non-employee directors, officers, other employees and certain current and former consultants participate in our 2010 Plan.

*Corporate Transactions.* In the event of certain specified significant corporate transactions, the plan administrator has the discretion to take any of the following actions with respect to stock awards:

- § arrange for the assumption, continuation, or substitution of a stock award by a surviving or acquiring entity or parent company;
- § arrange for the assignment of any reacquisition or repurchase rights held by us to the surviving or acquiring entity or parent company;
- § accelerate the vesting of the stock award and provide for its termination prior to the effective time of the corporate transaction;
- § arrange for the lapse of any reacquisition or repurchase right held by us;
- § cancel or arrange for the cancellation of the stock award in exchange for such cash consideration, if any, as our board of directors may deem appropriate; or
- § make a payment equal to the excess of (1) the value of the property the participant would have received upon exercise of the stock award over (2) the exercise price or strike price otherwise payable in connection with the stock award.

Our plan administrator is not obligated to treat all stock awards, even those that are of the same type, in the same manner.

Under the 2010 Plan, a significant corporate transaction is generally the consummation of (1) a sale or other disposition of all or substantially all of our consolidated assets, (2) a sale or other disposition of at least 90% of our outstanding securities, (3) a merger, consolidation or similar transaction following which we are not the surviving corporation or (4) a merger, consolidation, or similar transaction following which we are the surviving corporation but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction.

*Change in Control.* The plan administrator may provide, in an individual award agreement or in any other written agreement between a participant and us, that the stock award will be subject to additional acceleration of vesting and exercisability or settlement in the event of a change in control. Under the 2010 Plan, a change in control is generally (1) the acquisition by a person or entity of more than 50% of our combined voting power other than by merger, consolidation or similar transaction, (2) a consummated merger, consolidation, or similar transaction immediately after which our stockholders do not own more than 50% of the combined voting power of the surviving entity (or its parent company), and (3) a consummated sale, lease or exclusive license or other disposition of all or substantially all of our consolidated assets. *Amendment or Termination of the 2010 Plan.* Our board of directors may terminate, suspend, or amend the 2010 Plan, provided that such action does not materially impair the existing rights of any participant without such participant's written consent and provided further that certain types of amendments will require the approval of our stockholders. Unless sooner terminated by the board, the 2010 Plan automatically terminates on the day before the 10th anniversary of the earlier of (i) the date the 2010 Plan is adopted by the board, or (ii) the date the 2010 Plan is approved by our stockholders.

#### **401(k) Plan**

We maintain a safe harbor 401(k) plan that provides eligible U.S. employees with an opportunity to save for retirement on a tax advantaged basis. Eligible employees are able to defer eligible compensation up to certain limits of the Internal Revenue Code of 1986, as amended, or the Code,

which are updated annually. We have the ability to make matching and discretionary contributions to the 401(k) plan. Currently, we do not make matching contributions or discretionary contributions to the 401(k) plan. The 401(k) plan is intended to be qualified under Section 401(a) of the Code, with the related trust intended to be tax exempt under Section 501(a) of the Code. As a tax-qualified retirement plan, contributions to the 401(k) plan are deductible by us when made, and contributions and earnings on those amounts are not generally taxable to the employees until withdrawn or distributed from the 401(k) plan.

### **Limitations of Liability and Indemnification Matters**

On the completion of this offering, our amended and restated certificate of incorporation will contain provisions that limit the liability of our current and former directors for monetary damages to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- § any breach of the director's duty of loyalty to the corporation or its stockholders;
- § any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- § unlawful payments of dividends or unlawful stock repurchases or redemptions; or
- § any transaction from which the director derived an improper personal benefit.

Such limitation of liability does not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated certificate of incorporation that will be in effect upon the closing of this offering will authorize us to indemnify our directors, officers, employees and other agents to the fullest extent permitted by Delaware law. Our amended and restated bylaws that will be in effect upon the closing of this offering will provide that we are required to indemnify our directors and officers to the fullest extent permitted by Delaware law and may indemnify our other employees and agents. Our amended and restated bylaws that will be in effect upon the closing of this offering will also provide that, on satisfaction of certain conditions, we will advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law. We have entered and expect to continue to enter into agreements to indemnify our directors, executive officers and other employees as determined by the board of directors. With certain exceptions, these agreements provide for indemnification for related expenses including attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding. We believe that these amended and restated certificate of incorporation and amended and restated bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain customary directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted for directors, executive officers or persons controlling us, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

## CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

Other than compensation arrangements for our directors and executive officers, which are described elsewhere in this prospectus, below we describe transactions since January 1, 2016 to which we were a party or will be a party, in which:

- § the amounts involved exceeded or will exceed \$120,000; and
- § any of our directors, executive officers or holders of more than 5% of our capital stock, or any member of the immediate family of, or person sharing the household with, the foregoing persons, had or will have a direct or indirect material interest.

### Preferred Stock Financings

In September 2018, we issued an aggregate of 30,042,910 shares of our Series C1 preferred stock at a purchase price of \$2.33 per share for an aggregate purchase price of \$70.0 million. In September 2018, we issued an aggregate of 23,605,150 shares of our Series C2 preferred stock at a purchase price of \$2.33 per share for an aggregate purchase price of \$55.0 million. In August 2017, we issued an aggregate of 18,008,749 shares of our Series B preferred stock at a purchase price of \$1.9435 per share for an aggregate purchase price of \$35.0 million. The following table summarizes purchases of preferred stock by our directors and by holders of more than five percent of our capital stock and their affiliated entities. One of our executive officers purchased shares of preferred stock.

<u>Name</u>	<u>Series B Preferred Stock(1)</u>	<u>Series C1 Preferred Stock(1)</u>	<u>Series C2 Preferred Stock(1)</u>	<u>Aggregate Purchase Price</u>
Entities affiliated with Baker Brothers				
Life Sciences L.P.(2)	6,061,436	—	23,605,150	\$ 66,780,400
Boxer Capital, LLC(3)	—	6,437,768	—	14,999,999
Hadley Harbor Master Investors (Cayman) II L.P.(4)	6,238,698	5,366,834	—	24,629,633
Brian Atwood(5)	25,726	—	—	49,998
Franklin Berger	156,692	78,987	—	488,570
Tito A. Serafini(6)	38,590	—	—	74,999
William H. Robinson	25,726	—	—	49,998

- (1) Immediately upon the closing of this offering, each share of our Series B preferred stock and Series C1 preferred stock will convert into one share of Class A common stock and each share of our Series C2 preferred stock will convert into one share of Class B common stock. For a description of the material rights and privileges of the preferred stock, see Note 9 to our audited consolidated financial statements included elsewhere in this prospectus.
- (2) Includes shares of preferred stock purchased by 667 L.P.
- (3) Includes shares of preferred stock purchased by MVA Investors, LLC.
- (4) All shares registered in the name of Waveform, Inc. Wellington Management Company LLP is the investment adviser to this entity. Wellington Management Company LLP is an investment adviser registered under the Investment Advisers Act of 1940, as amended, and is an indirect subsidiary of Wellington Management Group LLP. Wellington Management Company LLP and Wellington Management Group LLP may each be deemed to share beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of the shares indicated in the table, all of which are held of record by the entity named in the table or a nominee on its behalf. The business address of the entity named in the table is c/o Wellington Management Company LLP, 280 Congress Street, Boston, Massachusetts 02210. The business address of Wellington Management Company LLP and Wellington Management Group LLP is 280 Congress Street, Boston, Massachusetts 02210.
- (5) Includes shares of preferred stock purchased by Atwood-Edminster Trust dtd 4/2/00.
- (6) Includes shares of preferred stock purchased by Tito A. Serafini and Marya A. Postner Trustees of Successor Trustee, of the Serafini/Postner Revocable Trust U/A/D 2/8/98.

## **Baker Brothers Nominating Agreement**

On September 5, 2018, we entered into a nominating agreement, or the Baker Brothers. Nominating Agreement, with Baker Brothers Life Sciences L.P. and 667, L.P., or together, the Baker Brothers. Pursuant to the Baker Brothers Nominating Agreement, during the period beginning at the closing of this offering until when Baker Brothers no longer beneficially own at least 20,000,000 shares of our common stock (subject to adjustment for stock splits, combinations, recapitalizations and similar transactions), or the Nominating Agreement Period, we will have the obligation to support the nomination of, and to cause our board of directors to include in the slate of nominees recommended to our stockholders for election, two individuals designated by Baker Brothers, each a Baker Brothers Designee, unless a majority of our disinterested directors reasonably and in good faith determines that a Baker Designee would not be qualified to serve as our director under law, rules of the stock exchange on which our shares are listed, our amended and restated bylaws, or any of our company policies. If a Baker Designee resigns his or her seat on our board of directors or is removed or does not become a director for any reason, the vacancy will be filled by the election or appointment of another designee of Baker Brothers as soon as reasonably practicable, subject to compliance with applicable laws, rules and regulations. Furthermore, during the Nominating Agreement Period, if there is no Baker Designee on our board of directors, we will have the obligation to invite two board of directors observer designees of Baker Brothers, or the Baker Observers, to attend all meetings of our board of directors and all meetings of the committees of our board of directors as a nonvoting observer, subject to Baker Observers' agreement to hold in confidence the information they receive as observers of our board of directors and committee meetings, as well as subject to their exclusion from our board of directors' meetings to preserve our attorney-client privilege, to avoid conflicts of interest, if Baker Brothers is determined by our board of directors to be a competitor or other customary conditions. The Baker Brothers Nominating Agreement automatically terminates upon the earlier of when Baker Brothers, together with its affiliates, no longer beneficially owns at least 20,000,000 shares of our common stock or the consummation of our acquisition in a change of control transaction, as such terms are defined in our amended and restated certificate of incorporation.

## **Bill & Melinda Gates Foundation Master Services Agreement**

On February 1, 2013, we entered into a master services agreement, or the Gates Foundation Services Agreement, with the Bill & Melinda Gates Foundation, or the Gates Foundation. Pursuant to the Gates Foundation Services Agreement, we are currently engaged in a multi-year agreement to optimize and advance human anti-CSP monoclonal antibodies with the potential to be developed as prophylactic/therapeutic antibodies. We received income of approximately \$2.8 million, \$1.0 million, \$892,000 and \$165,000 under the Gates Foundation Service Agreement in 2016, 2017, 2018 and the three months ended March 31, 2019, respectively.

## **Director Consulting Agreements**

We entered into an amended and restated consulting agreement, effective as of January 1, 2017, with Dr. William H. Robinson, who is a member of our board of directors, by which Dr. Robinson provides consulting services to us in the field of research and development of diagnostics, biologic therapeutics and paired diagnostics and biologic therapeutics and receives an annual consulting fee of \$250,000, payable in quarterly installments. Dr. Robinson received approximately \$250,000 from us in both 2017 and 2018 and \$62,500 in the three months ended March 31, 2019.

We entered into an amended and restated consulting agreement as of October 3, 2017, with Dr. Lawrence Steinman, who is a member of our board of directors, by which Dr. Steinman provides consulting services to us in the field of research and development of diagnostics, biologic

therapeutics and paired diagnostics and biologic therapeutics and received an annual consulting fee of \$150,000, payable in quarterly installments. This amended and restated consulting agreement was amended and restated in January 2019 to increase the annual consulting fee to \$175,000, among other things, and shall terminate on December 31, 2019. Dr. Steinman received approximately \$150,000 from us in both 2017 and 2018 and \$43,750 in the three months ended March 31, 2019.

## **Investors' Rights Agreement**

We are party to an amended and restated investors' rights agreement, or IRA, with certain holders of our preferred stock, including entities affiliated with Baker Brothers Life Sciences L.P., entities affiliated with Boxer Capital, LLC, Hadley Harbor Master Investors (Cayman) I L.P. and the Bill & Melinda Gates Foundation. The IRA provides the holders of our preferred stock with certain registration rights, including the right to demand that we file a registration statement or request that their shares be covered by a registration statement that we are otherwise filing, and also the right to obligate us to an agreement to provide for additional rights to demand that we file a registration statement or request that their shares be covered by a registration statement that we have filed and maintain as effective. The IRA also provides these stockholders with information rights, which will terminate on the completion of this offering, and a right of first refusal with regard to certain issuances of our capital stock, which will not apply to, and will terminate on, the completion of, this offering. In connection with this offering, the holders of 103,490,096 shares of our Class A common stock issuable on conversion of outstanding shares of our preferred stock (including Class A common stock issuable upon conversion of Class B common stock) will be entitled to rights with respect to the registration of their shares of Class A common stock (including Class A common stock issuable upon conversion of Class B common stock) under the Securities Act under this agreement. For a description of these registration rights, see the section titled "Description of Capital Stock—Registration Rights".

## **Indemnification Agreements**

Our amended and restated certificate of incorporation that will be in effect upon the closing of this offering will contain provisions limiting the liability of directors, and our amended and restated bylaws that will be in effect upon the closing of this offering will provide that we will indemnify each of our directors and officers to the fullest extent permitted under Delaware law. Our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the closing of this offering will also provide our board of directors with discretion to indemnify our employees and other agents when determined appropriate by the board. In addition, we have entered into an indemnification agreement with each of our directors and executive officers, which requires us to indemnify them. For more information regarding these agreements, see the section titled "Executive Compensation—Limitations of Liability and Indemnification Matters."

## **Participation in This Offering**

In addition, certain existing stockholders have indicated an interest in purchasing up to approximately \$\_\_\_\_\_ of shares of our common stock in this offering at the initial public offering price. However, because these indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, less or no shares in this offering to any or all of these entities, or any or all of these entities may determine to purchase more, less or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these entities as they will on any other shares sold to the public in this offering. To the extent shares of common stock offered hereby are purchased by entities affiliated with Baker Brothers Life Sciences L.P., such shares will initially be issued in the form of Class B common stock that will be convertible into an equivalent number of shares of our Class A common stock. The



public offering price of and underwriting discount on such shares of Class B common stock will be identical to the shares of Class A common stock otherwise offered hereby. References to Class A common stock being offered hereby include the shares of Class A common stock into which shares of our Class B common stock purchased in this offering are convertible.

## **Other Transactions**

We have engaged the law firm Cooley LLP, or Cooley, to provide legal services to the Company. An immediate family member of Tito A. Serafini, one of our directors and our Chief Strategy Officer, is a partner of Cooley. During the years ended December 31, 2016, 2017 and 2018, we incurred and recorded approximately \$231,000, \$407,000 and \$541,000, respectively, of legal expenses for services performed by Cooley. We anticipate that the value of services to be performed by Cooley during the current fiscal year will exceed \$900,000 and we incurred and recorded \$370,000 of legal expenses for services performed by Cooley in the three months ended March 31, 2019. In August 2015, we issued to Cooley a warrant to purchase 377,620 shares of our Class A common stock, which is expected to be exercised in connection with this offering.

We have engaged the law firm Kilpatrick Townsend & Stockton LLP, or Kilpatrick Townsend, to provide legal services to the Company. An immediate family member of Tito A. Serafini, one of our directors and our Chief Strategy Officer, is a partner of Kilpatrick Townsend. During the years ended December 31, 2016, 2017 and 2018, we incurred and recorded approximately \$432,000, \$487,000 and approximately \$1.1 million, respectively, of legal expenses for services performed by Kilpatrick Townsend. We anticipate that the value of services to be performed by Kilpatrick Townsend during the current fiscal year will exceed \$1.4 million and we incurred and recorded \$381,000 of legal expenses for services performed by Kilpatrick Townsend in the three months ended March 31, 2019.

## **Policies and Procedures for Related Person Transactions**

Our board of directors will adopt written related person transaction policy, to be effective upon the closing of this offering, setting forth the policies and procedures for the review and approval or ratification of related-person transactions. This policy will cover, with certain exceptions set forth in Item 404 of Regulation S-K under the Securities Act, any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships in which we were or are to be a participant, where the amount involved exceeds \$120,000 and a related person had or will have a direct or indirect material interest, including, without limitation, purchases of goods or services by or from the related person or entities in which the related person has a material interest, indebtedness, guarantees of indebtedness and employment by us of a related person. In reviewing and approving any such transactions, our audit committee is tasked to consider all relevant facts and circumstances, including, but not limited to, whether the transaction is on terms comparable to those that could be obtained in an arm's length transaction and the extent of the related person's interest in the transaction. All of the transactions described in this section occurred prior to the adoption of this policy.



## PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our capital stock as of March 31, 2019 by:

- § each of our named executive officers;
- § each of our directors;
- § all of our executive officers and directors as a group; and
- § each person or group of affiliated persons known by us to beneficially own more than 5% of our Class A common stock or Class B common stock.

We have determined beneficial ownership in accordance with the rules and regulations of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Except as indicated by the footnotes below, we believe, based on information furnished to us, that the persons and entities named in the table below have sole voting and sole investment power with respect to all shares that they beneficially own, subject to applicable community property laws.

Certain existing stockholders have indicated an interest in purchasing up to approximately \$ \_\_\_\_\_ million shares of our common stock in this offering at the initial public offering price. The information set forth in the table below assumes the purchase of all of these shares in this offering by such entities, with such entities purchasing the number of shares indicated in the footnotes to the table. However, because these indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, less or no shares in this offering to any or all of these entities, or any or all of these entities may determine to purchase more, less or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these entities as they will on any other shares sold to the public in this offering. To the extent shares of common stock offered hereby are purchased by entities affiliated with Baker Brothers Life Sciences L.P., such shares will initially be issued in the form of Class B common stock that will be convertible into an equivalent number of shares of our Class A common stock. The public offering price of and underwriting discount on such shares of Class B common stock will be identical to the shares of Class A common stock otherwise offered hereby.

Applicable percentage ownership before the offering is based on 93,002,323 shares of Class A common stock and 23,605,150 shares of Class B common stock outstanding as of March 31, 2019, assuming (i) the automatic conversion of all outstanding shares of our convertible Series A preferred stock, convertible Series B preferred stock and convertible Series C1 preferred stock into shares of Class A common stock, (ii) the automatic conversion of all outstanding shares of our convertible Series C2 preferred stock into shares of Class B common stock and (iii) the issuance of 377,620 shares of Class A common stock upon the exercise of an outstanding warrant. Applicable percentage ownership after the offering is based on \_\_\_\_\_ shares of Class A common stock and \_\_\_\_\_ shares of Class B common stock outstanding immediately after the completion of this offering, assuming no exercise by the underwriters of their option to purchase additional shares of Class A common stock from us. In computing the number of shares beneficially owned by a person and the percentage ownership of such person, we deemed to be outstanding all shares subject to options held by the person that are currently exercisable, or exercisable or would vest based on service-based vesting conditions within 60 days of March 31, 2019. However, except as described above, we did not deem such shares outstanding for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, the address of each beneficial owner listed below is c/o Atreca, Inc., 500 Saginaw Drive, Redwood City, CA 94063. We believe, based on information provided to us, that each of the stockholders listed below has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable.

Name of Beneficial Owner	Number of Shares		Percentage of Shares		Percentage of Shares		Percentage of Total Voting Power After the Offering
	Beneficially Owned		Beneficially Owned Before the Offering		Beneficially Owned After the Offering		
	Class A Common Stock	Class B Common Stock	Class A Common Stock	Class B Common Stock	Class A Common Stock	Class B Common Stock	
<b>5% Stockholders</b>							
Entities affiliated with Baker Brothers Life Sciences L.P.(1)	21,196,570	23,605,150	22.8%	100.0%	%	%	%
Boxer Capital, LLC(2)	6,437,768	—	6.9	—			
Hadley Harbor Master Investors (Cayman) II L.P.(3)	11,605,532	—	12.5	—			
Bill & Melinda Gates Foundation	8,379,880	—	9.0	—			
<b>Directors and Named Executive Officers</b>							
John A. Orwin(4)	4,349,406	—	4.5	—			
Herbert Cross	—	—	—	—			
Tito A. Serafini, Ph.D.(5)	3,620,355	—	3.9	—			
Susan Berland(6)	591,045	—	*	—			
Norman Michael Greenberg(7)	1,051,961	—	1.1	—			
Brian Atwood(8)	372,936	—	*	—			
Franklin Berger	586,853	—	*	—			
David Lacey, M.D.(9)	122,201	—	*	—			
William H. Robinson, M.D., Ph.D. (10)	2,767,309	—	3.0	—			
Lawrence Steinman, M.D.(11)	1,600,445	—	1.7	—			
All directors and executive officers as a group (10 persons)(12)	15,530,518	—	15.5				

\* Represents beneficial ownership of less than 1%.

- (1) Consists of 19,338,185 shares of Class A common stock and 21,240,645 shares of Class B common stock held of record by Baker Brothers Life Sciences L.P. and 1,858,385 shares of Class A common stock and 2,364,505 shares of Class B common stock held of record by 667, L.P.
- (2) Consists of 6,201,502 shares held of record by Boxer Capital, LLC and 236,266 shares held of record by MVA Investors, LLC.
- (3) All shares registered in the name of Waveform, Inc. Wellington Management Company LLP is the investment adviser to this entity. Wellington Management Company LLP is an investment adviser registered under the Investment Advisers Act of 1940, as amended, and is an indirect subsidiary of Wellington Management Group LLP. Wellington Management Company LLP and Wellington Management Group LLP may each be deemed to share beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of the shares indicated in the table, all of which are held of record by the entity named in the table or a nominee on its behalf. The business address of the entity named in the table is c/o Wellington Management Company LLP, 280 Congress Street, Boston, Massachusetts 02210. The business address of Wellington Management Company LLP and Wellington Management Group LLP is 280 Congress Street, Boston, Massachusetts 02210.
- (4) All 4,349,406 shares are issuable pursuant to stock options exercisable within 60 days after March 31, 2019.
- (5) Includes (a) 2,659,025 shares held of record by Tito A. Serafini and Marya A. Postner Trustees or Successor Trustee, of the Serafini/Postner Revocable Trust U/A/D 2/8/98 and (b) 961,330 shares issuable pursuant to stock options exercisable within 60 days after March 31, 2019.
- (6) Includes (a) 114,250 shares held of record by Susan D. Berland Trust and (b) 476,795 shares issuable pursuant to a stock option exercisable within 60 days after March 31, 2019.
- (7) All 1,051,961 shares are issuable pursuant to stock options exercisable within 60 days after March 31, 2019.
- (8) Includes (a) 297,936 shares held of record by Atwood-Edminster Trust dtd 4/2/00 and (b) 75,000 shares issuable pursuant to a stock option exercisable within 60 days after March 31, 2019.
- (9) All 122,201 shares are issuable pursuant to a stock option exercisable within 60 days after March 31, 2019.
- (10) Includes (a) 2,667,309 shares and (b) 100,000 shares issuable pursuant to a stock option exercisable within 60 days after March 31, 2019.
- (11) Includes (a) 1,550,445 shares and (b) 50,000 shares issuable pursuant to a stock option exercisable within 60 days after March 31, 2019.
- (12) Includes (a) 8,408,120 shares and (b) 7,122,398 shares issuable pursuant to stock options exercisable within 60 days after March 31, 2019.

## DESCRIPTION OF CAPITAL STOCK

### General

Following the completion of this offering, our authorized capital stock will consist of \_\_\_\_\_ shares of Class A common stock, \$0.0001 par value per share, \_\_\_\_\_ shares of Class B common stock, \$0.0001 par value per share and \_\_\_\_\_ shares of preferred stock, \$0.0001 par value per share. Our outstanding capital stock was held by 191 stockholders of record as of March 31, 2019.

The following is a summary of the rights of our Class A common stock, Class B common stock and preferred stock and some of the provisions of our amended and restated certificate of incorporation and amended and restated bylaws, which will each become effective upon the closing of this offering, the investors' rights agreement and relevant provisions of Delaware General Corporation Law. Because it is only a summary, it does not contain all the information that may be important to you. For a complete description you should refer to our amended and restated certificate of incorporation, amended and restated bylaws and investors' rights agreement, copies of which have been filed as exhibits to the registration statement of which this prospectus is a part, as well as the relevant provisions of Delaware General Corporation Law.

### Class A Common Stock and Class B Common Stock

As of March 31, 2019, there were 12,739,757 shares of our Class A common stock outstanding and held of record by 43 stockholders and no shares of our Class B common stock outstanding, presuming (i) the automatic conversion of all outstanding shares of our convertible Series A preferred stock, convertible Series B preferred stock and convertible Series C1 preferred stock into shares of Class A common stock, (ii) the automatic conversion of all outstanding shares of our convertible Series C2 preferred stock into shares of Class B common stock and (iii) the issuance of \_\_\_\_\_ shares of Class A common stock upon the exercise of an outstanding warrant to purchase 377,620 shares of our Class A common stock in connection with this offering.

Holders of our Class A common stock and our Class B common stock have identical rights, provided that, (i) except as otherwise expressly provided in our amended and restated certificate of incorporation or as required by applicable law, on any matter that is submitted to a vote by our stockholders, holders of our Class A common stock are entitled to one vote per share of Class A common stock, and holders of our Class B common stock are not entitled to any votes per share of Class B common stock, including for the election of directors, and (ii) holders of our Class A common stock have no conversion rights, while holders of our Class B common stock shall have the right to convert each share of our Class B common stock into one share of Class A common stock at such holder's election, provided that as a result of such conversion, such holder would not beneficially own in excess of 4.99% of any class of our securities registered under the Exchange Act, unless otherwise as expressly provided for in our amended and restated certificate of incorporation. However, this ownership limitation may be increased or decreased to any other percentage designated by such holder of Class B common stock upon 61 days' notice to us. Our Class A common stock and Class B common stock do not have cumulative voting rights. Accordingly, the holders of a majority of the outstanding shares of Class A common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they so choose, other than any directors that holders of any preferred stock we may issue may be entitled to elect. Subject to preferences that may be applicable to any then outstanding preferred stock, holders of our Class A common stock and Class B common stock are entitled to receive ratably those dividends, if any, as may be declared by the board of directors out of legally available funds. In the event of our liquidation, dissolution or winding up, the holders of our Class A common stock and

Class B common stock will be entitled to share ratably in the assets legally available for distribution to stockholders after the payment of or provision for all of our debts and other liabilities, subject to the prior rights of any preferred stock then outstanding. Holders of our Class A common stock and Class B common stock have no preemptive rights or other subscription rights and there are no redemption or sinking funds provisions applicable to our Class A common stock and Class B common stock. All outstanding shares of our Class A common stock and Class B common stock are, and the Class A common stock and Class B common stock to be outstanding immediately prior to the closing of this offering will be, duly authorized, validly issued, fully paid and nonassessable. The rights, preferences and privileges of holders of our Class A common stock and Class B common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

## **Preferred Stock**

As of March 31, 2019, there were 79,884,946 shares of our convertible Series A preferred stock, Series B preferred stock and Series C1 preferred stock outstanding, and 23,605,150 shares of our Series C2 preferred stock outstanding. Upon completion of this offering, all of our previously outstanding shares of convertible Series A preferred stock, Series B preferred stock and Series C1 preferred stock will have been converted into Class A common stock, all of our previously outstanding shares of convertible Series C2 preferred stock will have been converted into Class B common stock, there will be no authorized shares of our previously convertible preferred stock and we will have no shares of preferred stock outstanding. Under the terms of our amended and restated certificate of incorporation, which will become effective upon the closing of this offering, our board of directors has the authority, without further action by our stockholders, to issue up to \_\_\_\_\_ shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the dividend, voting and other rights, preferences and privileges of the shares of each wholly unissued series and any qualifications, limitations or restrictions thereon, and to increase or decrease the number of shares of any such series, but not below the number of shares of such series then outstanding.

Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the Class A common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in our control and may adversely affect the market price of the Class A common stock and the voting and other rights of the holders of Class A common stock. We have no current plans to issue any shares of preferred stock.

## **Options**

As of March 31, 2019, options to purchase 15,528,475 shares of our Class A common stock were outstanding under our 2010 Plan, of which 3,313,945 were vested and exercisable as of that date.

## **Warrants**

As of March 31, 2019, 377,620 shares of our Class A common stock were issuable upon exercise of an outstanding warrant to purchase Class A common stock with an exercise price of \$0.0001 per share. We expect this warrant to purchase shares of Class A common stock to be exercised in connection with the completion of this offering.

As of March 31, 2019, 300,000 shares of our Series A preferred stock were issuable upon exercise of outstanding warrants to purchase our Series A preferred stock, all with an exercise price of \$2.41 per share.

## **Registration Rights**

We are party to an amended and restated investors' rights agreement that provides that certain holders of our convertible preferred stock, including certain holders of at least 5% of our capital stock, have certain registration rights as set forth below. The registration of shares of our Class A common stock by the exercise of registration rights described below would enable the holders to sell these shares without restriction under the Securities Act when the applicable registration statement is declared effective. We will pay the registration expenses, other than underwriting discounts and commissions, of the shares registered by the demand, piggyback and Form S-3 registrations described below.

Generally, in an underwritten offering, the managing underwriter, if any, has the right, subject to specified conditions, to limit the number of shares such holders may include. The demand, piggyback and Form S-3 registration rights described below will expire three years after the closing of this offering, of which this prospectus is a part, or with respect to any particular stockholder, such time after the closing of this offering that such stockholder can sell all of its shares entitled to registration rights under Rule 144 of the Securities Act during any 90-day period.

### ***Demand Registration Rights***

After this offering, the holders of an aggregate of 103,490,096 shares of our Class A common stock (including Class A common stock issuable upon conversion of Class B common stock) will be entitled to certain demand registration rights. At any time beginning 180 days after the completion of this offering, the holders of a majority of these shares may, on not more than one occasion, request that we register all or a portion of their shares. Such request for registration must cover shares with an anticipated aggregate offering price, net of underwriting discounts and commissions, of at least \$15.0 million.

### ***Piggyback Registration Rights***

In connection with this offering, the holders of an aggregate of 103,490,096 shares of our Class A common stock including Class A common stock issuable upon conversion of Class B common stock were entitled to, and the necessary percentage of holders waived, their rights to notice of this offering and to include their shares of registrable securities in this offering. After this offering, in the event that we propose to register any of our securities under the Securities Act, either for our own account or for the account of other security holders, the holders of these shares will be entitled to certain piggyback registration rights allowing the holder to include their shares in such registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act, other than with respect to a demand registration or a registration statement on Forms S-4 or S-8, the holders of these shares are entitled to notice of the registration and have the right to include their shares in the registration, subject to limitations that the underwriters may impose on the number of shares included in the offering.

### ***Form S-3 Registration Rights***

After this offering, the holders of an aggregate of 103,490,096 shares of Class A common stock (including Class A common stock issuable upon conversion of Class B common stock), will be entitled to certain Form S-3 registration rights. The holders of these shares can make a request that we register their shares on Form S-3 if we are qualified to file a registration statement on Form S-3 and if the reasonably anticipated aggregate gross proceeds of the shares offered would equal or

exceed \$3.0 million. We will not be required to effect more than two registrations on Form S-3 within any 12-month period.

### ***Registration Rights Agreement***

After this offering, the holders of an aggregate of \_\_\_\_\_ shares of our Class A common stock (including Class A common stock issuable upon conversion of Class B common stock), will be entitled to bind us into entering into a registration rights agreement, through which, following the expiration of the 180-day-lockup period related to this offering, these holders who enter into the agreement with us would be, subject to certain limitations, entitled to certain registration rights. These registration rights include the right to demand that we file with the SEC a Form S-3 registration statement covering the registration of their Class A common stock for resale, subject to certain conditions, as well as rights to be permitted one underwritten public offering per calendar year, but no more than three underwritten public offering in total, to effect the sale of their Class A common stock for sale. This registration rights agreement requires us to pay expenses relating to such registrations and indemnify these holders against certain liabilities. Our registration obligations under this registration rights agreement would continue in effect until the earliest of (i) up to ten years after the date we enter into the agreement, (ii) when the applicable registrable securities have been resold by the holders pursuant to an effective registration statement, (iii) when the applicable registrable securities have been resold pursuant to Rule 144 or (iv) when the applicable registrable securities may be resold pursuant to Rule 144 without limitations as to volume or manner of sale.

### ***Anti-Takeover Effects of Delaware Law and Our Certificate of Incorporation and Bylaws***

Some provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws contain provisions that could make the following transactions more difficult: an acquisition of us by means of a tender offer; an acquisition of us by means of a proxy contest or otherwise; or the removal of our incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions which provide for payment of a premium over the market price for our shares.

These provisions, summarized below, are intended to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of the increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

### ***Stockholder Meetings***

Our amended and restated bylaws provide that a special meeting of stockholders may be called only by our chairman of the board, chief executive officer or president, or by a resolution adopted by a majority of our board of directors.

### ***Requirements for Advance Notification of Stockholder Nominations and Proposals***

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals to be brought before a stockholder meeting and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors.

### ***Elimination of Stockholder Action by Written Consent***

Our amended and restated certificate of incorporation and amended and restated bylaws eliminate the right of stockholders to act by written consent without a meeting.

### ***Staggered Board***

Our board of directors is divided into three classes. The directors in each class will serve for a three-year term, one class being elected each year by our stockholders. For more information on the classified board, see "Management—Board Composition and Election of Directors." This system of electing and removing directors may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the directors.

### ***Removal of Directors***

Our amended and restated certificate of incorporation provides that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than two thirds of the total voting power of all of our outstanding voting stock then entitled to vote in the election of directors.

### ***Stockholders Not Entitled to Cumulative Voting***

Our amended and restated certificate of incorporation does not permit stockholders to cumulate their votes in the election of directors. Accordingly, the holders of a majority of the outstanding shares of our Class A common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they choose, other than any directors that holders of our preferred stock may be entitled to elect.

### ***Delaware Anti-Takeover Statute***

We are subject to Section 203 of the Delaware General Corporation Law, which prohibits persons deemed to be "interested stockholders" from engaging in a "business combination" with a publicly held Delaware corporation for three years following the date these persons become interested stockholders unless the business combination is, or the transaction in which the person became an interested stockholder was, approved in a prescribed manner or another prescribed exception applies. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years prior to the determination of interested stockholder status did own, 15% or more of a corporation's voting stock. Generally, a "business combination" includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. The existence of this provision may have an anti-takeover effect with respect to transactions not approved in advance by the board of directors.

### ***Choice of Forum***

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware will be the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a breach of fiduciary duty; (iii) any action asserting a claim against us or our directors, officers, or employees arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws; and (iv) any action asserting a claim against us that is governed by the internal affairs doctrine. The provisions would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Our amended and restated certificate of incorporation further provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action

arising under the Securities Act, subject to and contingent upon a final adjudication in the State of Delaware of the enforceability of such exclusive forum provision.

### ***Amendment of Charter Provisions***

The amendment of any of the above provisions, except for the provision making it possible for our board of directors to issue preferred stock, would require approval by holders of at least two thirds of the total voting power of all of our outstanding voting stock.

The provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws could have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of our Class A common stock that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in the composition of our board and management. It is possible that these provisions could make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

### **Transfer Agent and Registrar**

The transfer agent and registrar for our Class A common stock and Class B common stock will be Computershare Trust Company, N.A.. The transfer agent's address is 250 Royall Street, Canton, Massachusetts 02021-1011.

### **Exchange Listing**

Our Class A common stock is currently not listed on any securities exchange. We intend to apply to have our Class A common stock listed on the Nasdaq Global Market under the symbol "BCEL".



## SHARES ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there was no public market for our Class A common stock. Future sales of substantial amounts of Class A common stock in the public market, or the perception that such sales may occur, could adversely affect the market price of our Class A common stock. Although we intend to apply to have our Class A common stock listed on the Nasdaq Global Market, we cannot assure you that there will be an active public market for our Class A common stock.

Following the closing of this offering, based on the number of shares of our Class A common stock outstanding as of March 31, 2019 and assuming: (i) the issuance of shares in this offering; (ii) the automatic conversion of all outstanding shares of our convertible Series A preferred stock, convertible Series B preferred stock and convertible Series C1 preferred stock into shares of Class A common stock; (iii) the automatic conversion of all outstanding shares of our convertible Series C2 preferred stock into shares of Class B common stock; (iv) the issuance of 377,620 shares of Class A common stock upon the exercise of an outstanding warrant in connection with this offering; (v) the automatic reclassification of all of our outstanding warrants to purchase Series A preferred stock into warrants to purchase 300,000 shares of Class A common stock, each with an exercise price of \$2.41 per share, immediately upon the closing of this offering and no exercise of these warrants; (vi) no exercise of outstanding options to purchase our Class A common stock; and (vii) no exercise of the underwriters' option to purchase additional shares of Class A common stock, we will have outstanding an aggregate of approximately \_\_\_\_\_ shares of Class A common stock.

Of these shares, all shares of Class A common stock sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except for any shares purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act. Shares purchased by our affiliates would be subject to the Rule 144 resale restrictions described below, other than the holding period requirement.

The remaining shares of our Class A common stock and all shares of our Class B common stock outstanding after this offering will be "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or 701 under the Securities Act, each of which is summarized below. We expect that substantially all of these shares will be subject to the 180-day lock-up period under the lock-up agreements described below.

Additionally, shares of common stock that are either subject to outstanding options or warrants or reserved for future issuance under our equity incentive plans will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements described below and Rules 144 and 701 under the Securities Act.

### Lock-Up Agreements

We, along with our directors, executive officers and substantially all of our other stockholders, optionholders and warrantholders, have agreed with the underwriters that for a period of 180 days, after the date of this prospectus, subject to specified exceptions, we or they will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to sale of, or otherwise dispose of or transfer any shares of Class A common stock or any securities convertible into or exercisable or exchangeable for shares of Class A common stock (including shares of our Class B common stock), request or demand that we file a registration statement related to our Class A common stock or enter into any swap or other

agreement that transfers to another, in whole or in part, directly or indirectly, the economic consequence of ownership of the Class A common stock or any securities convertible into or exercisable or exchangeable for shares of Class A common stock (including shares of our Class B common stock). Upon expiration of the lock-up period, certain of our stockholders and warrant holders will have the right to require us to register their shares under the Securities Act. See "—Registration Rights" below and "Description of Capital Stock—Registration Rights."

Upon the expiration of the lock-up period, substantially all of the shares subject to such lock-up restrictions will become eligible for sale, subject to the limitations discussed above.

## **Rule 144**

### ***Affiliate Resales of Restricted Securities***

In general, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is an affiliate of ours, or who was an affiliate at any time during the 90 days before a sale, who has beneficially owned shares of our Class A common stock for at least six months would be entitled to sell in "broker's transactions" or certain "riskless principal transactions" or to market makers, a number of shares within any three-month period that does not exceed the greater of:

- § 1% of the number of shares of our Class A common stock then outstanding, which will equal approximately                      shares immediately after this offering; or
- § the average weekly trading volume in our Class A common stock on the Nasdaq Global Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Affiliate resales under Rule 144 are also subject to the availability of current public information about us. In addition, if the number of shares being sold under Rule 144 by an affiliate during any three-month period exceeds 5,000 shares or has an aggregate sale price in excess of \$50,000, the seller must file a notice on Form 144 with the Securities and Exchange Commission and the Nasdaq Global Market concurrently with either the placing of a sale order with the broker or the execution of a sale directly with a market maker.

### ***Non-Affiliate Resales of Restricted Securities***

In general, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is not an affiliate of ours at the time of sale, and has not been an affiliate at any time during the three months preceding a sale, and who has beneficially owned shares of our Class A common stock for at least six months but less than a year, is entitled to sell such shares subject only to the availability of current public information about us. If such person has held our shares for at least one year, such person can resell under Rule 144(b)(1) without regard to any Rule 144 restrictions, including the 90-day public company requirement and the current public information requirement.

Non-affiliate resales are not subject to the manner of sale, volume limitation or notice filing provisions of Rule 144.

## **Rule 701**

In general, under Rule 701 of the Securities Act, any of our employees, directors, officers, consultants or advisors who purchases shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of a registration statement under the Securities Act is entitled to sell such shares 90 days after such effective date in reliance on

Rule 144. Securities issued in reliance on Rule 701 are restricted securities and, subject to the contractual restrictions described above, beginning 90 days after the date of this prospectus, may be sold by persons other than "affiliates," as defined in Rule 144, subject only to the manner of sale provisions of Rule 144 and by "affiliates" under Rule 144 without compliance with its one-year minimum holding period requirement. However, substantially all Rule 701 shares are subject to lock-up agreements as described above and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

## **Equity Plans**

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of Class A common stock subject to outstanding stock options and Class A common stock issued or issuable under the 2010 Plan, the 2019 Plan and the ESPP. We expect to file the registration statement covering shares offered pursuant to these stock plans shortly after the date of this prospectus, permitting the resale of such shares by non-affiliates in the public market without restriction under the Securities Act and the sale by affiliates in the public market subject to compliance with the resale provisions of Rule 144.

## **Registration Rights**

As of March 31, 2019, certain holders of shares of our Class A common stock, which includes all of the shares of Class A common stock issuable upon the automatic conversion of our convertible preferred stock (including Class A common stock issuable upon conversion of our Class B common stock) immediately upon the closing of this offering, or their transferees will be entitled to various rights with respect to the registration of these shares under the Securities Act upon the completion of this offering. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates. See "Description of Capital Stock—Registration Rights" for additional information. Shares covered by a registration statement will be eligible for sale in the public market upon the expiration or release from the terms of the lock-up agreement.

**MATERIAL U.S. FEDERAL INCOME TAX  
CONSEQUENCES TO NON-U.S. HOLDERS OF OUR CLASS A COMMON STOCK**

The following summary describes the material U.S. federal income tax consequences of the acquisition, ownership and disposition of our Class A common stock acquired in this offering by Non-U.S. Holders (as defined below). This discussion is not a complete analysis of all potential U.S. federal income tax consequences relating thereto, and does not deal with foreign, state and local consequences that may be relevant to Non-U.S. Holders in light of their particular circumstances, nor does it address U.S. federal tax consequences (such as gift and estate taxes) other than income taxes. Special rules different from those described below may apply to certain Non-U.S. Holders that are subject to special treatment under the Internal Revenue Code of 1986, as amended, or the Code, such as financial institutions, insurance companies, tax-exempt organizations, broker-dealers and traders in securities, U.S. expatriates, "controlled foreign corporations," "passive foreign investment companies," corporations that accumulate earnings to avoid U.S. federal income tax, corporations organized outside of the United States, any state thereof or the District of Columbia that are nonetheless treated as U.S. taxpayers for U.S. federal income tax purposes, persons that hold our Class A common stock as part of a "straddle," "hedge," "conversion transaction," "synthetic security" or integrated investment or other risk reduction strategy, persons who acquire our Class A common stock through the exercise of an option or otherwise as compensation, persons subject to the alternative minimum tax or federal Medicare contribution tax on net investment income, persons subject to special tax accounting rules under Section 451(b) of the Code, "qualified foreign pension funds" as defined in Section 897(l)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds, partnerships and other pass-through entities or arrangements, and investors in such pass-through entities or arrangements. Such Non-U.S. Holders are urged to consult their own tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them. Furthermore, the discussion below is based upon the provisions of the Code, and Treasury Regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be repealed, revoked or modified, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those discussed below. We have not requested a ruling from the U.S. Internal Revenue Service, or IRS, with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. This discussion assumes that the Non-U.S. Holder holds our Class A common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment).

This discussion is for informational purposes only and is not tax advice. Persons considering the purchase of our Class A common stock pursuant to this offering should consult their own tax advisors concerning the U.S. federal income, estate and other tax consequences of acquiring, owning and disposing of our Class A common stock in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction, including any state, local or foreign tax consequences.

For the purposes of this discussion, a "Non-U.S. Holder" is, for U.S. federal income tax purposes, a beneficial owner of Class A common stock that is neither a U.S. Holder, nor a partnership (or other entity treated as a partnership for U.S. federal income tax purposes regardless of its place of organization or formation). A "U.S. Holder" means a beneficial owner of our Class A common stock that is for U.S. federal income tax purposes any of the following:

- § an individual who is a citizen or resident of the United States;
- § a corporation or other entity treated as a corporation for U.S. federal income tax purposes created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

- § an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- § a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

## Distributions

Distributions, if any, made on our Class A common stock to a Non-U.S. Holder to the extent made out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles) generally will constitute dividends for U.S. tax purposes and will be subject to withholding tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, subject to the discussions below regarding effectively connected income, backup withholding and foreign accounts. To obtain a reduced rate of withholding under a treaty, a Non-U.S. Holder generally will be required to provide us with a properly executed IRS Form W-8BEN (in the case of individuals) or IRS Form W-8BEN-E (in the case of entities), or other appropriate form, certifying the Non-U.S. Holder's entitlement to benefits under that treaty. This certification must be provided to us or our paying agent prior to the payment of dividends and must be updated periodically. In the case of a Non-U.S. Holder that is an entity, Treasury Regulations and the relevant tax treaty provide rules to determine whether, for purposes of determining the applicability of a tax treaty, dividends will be treated as paid to the entity or to those holding an interest in that entity. If a Non-U.S. Holder holds stock through a financial institution or other agent acting on the holder's behalf, the holder will be required to provide appropriate documentation to such agent. The holder's agent will then be required to provide certification to us or our paying agent, either directly or through other intermediaries. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty and you do not timely file the required certification, you may be able to obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS.

We generally are not required to withhold tax on dividends paid to a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed base that such holder maintains in the United States) if a properly executed IRS Form W-8ECI, stating that the dividends are so connected, is furnished to us (or, if stock is held through a financial institution or other agent, to such agent). In general, such effectively connected dividends will be subject to U.S. federal income tax, on a net income basis at the regular rates applicable to U.S. residents. A corporate Non-U.S. Holder receiving effectively connected dividends may also be subject to an additional "branch profits tax," which is imposed, under certain circumstances, at a rate of 30% (or such lower rate as may be specified by an applicable treaty) on the corporate Non-U.S. Holder's effectively connected earnings and profits, subject to certain adjustments. Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

To the extent distributions on our Class A common stock, if any, exceed our current and accumulated earnings and profits, they will first reduce the Non-U.S. Holder's adjusted basis in our Class A common stock, but not below zero, and then will be treated as gain to the extent of any excess amount distributed, and taxed in the same manner as gain realized from a sale or other disposition of Class A common stock as described in the next section.

## **Gain on Disposition of Our Class A Common Stock**

Subject to the discussions below regarding backup withholding and foreign accounts, a Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to gain realized on a sale or other disposition of our Class A common stock unless (a) the gain is effectively connected with a trade or business of such holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base that such holder maintains in the United States), (b) the Non-U.S. Holder is a nonresident alien individual and is present in the United States for 183 or more days in the taxable year of the disposition and certain other conditions are met or (c) we are or have been a "United States real property holding corporation" within the meaning of Code Section 897(c)(2) at any time within the shorter of the five-year period preceding such disposition or such holder's holding period. In general, we would be a United States real property holding corporation if our interests in U.S. real estate comprise (by fair market value) at least half of our business assets. We believe that we have not been and we are not, and do not anticipate becoming, a United States real property holding corporation. Even if we are treated as a United States real property holding corporation, gain realized by a Non-U.S. Holder on a disposition of our Class A common stock will not be subject to U.S. federal income tax so long as (1) the Non-U.S. Holder owned, directly, indirectly and constructively, no more than 5% of our Class A common stock at all times within the shorter of (i) the five-year period preceding the disposition or (ii) the holder's holding period and (2) our Class A common stock is regularly traded on an established securities market. There can be no assurance that our Class A common stock will continue to qualify as regularly traded on an established securities market. If any gain on your disposition is taxable because we are a United States real property holding corporation and your ownership of our Class A common stock exceeds 5%, you will be taxed on such disposition generally in the manner as gain that is effectively connected with the conduct of a U.S. trade or business (subject to the provisions under an applicable income tax treaty), except that the branch profits tax generally will not apply.

If you are a Non-U.S. Holder described in (a) above, you will be required to pay tax on the net gain derived from the sale at regular U.S. federal income tax rates, and corporate Non-U.S. Holders described in (a) above may be subject to the additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. Gain described in (b) above will be subject to U.S. federal income tax at a flat 30% rate or such lower rate as may be specified by an applicable income tax treaty, which gain may be offset by certain U.S.-source capital losses (even though you are not considered a resident of the United States), provided that the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

## **Information Reporting Requirements and Backup Withholding**

Generally, we must report information to the IRS with respect to any dividends we pay on our Class A common stock (even if the payments are exempt from withholding), including the amount of any such dividends, the name and address of the recipient, and the amount, if any, of tax withheld. A similar report is sent to the holder to whom any such dividends are paid. Pursuant to tax treaties or certain other agreements, the IRS may make its reports available to tax authorities in the recipient's country of residence.

Dividends paid by us (or our paying agents) to a Non-U.S. Holder may also be subject to U.S. backup withholding. U.S. backup withholding generally will not apply to a Non-U.S. Holder who provides a properly executed IRS Form W-8BEN, IRS Form W-8BEN-E, or IRS Form W-ECI, or otherwise establishes an exemption. Notwithstanding the foregoing, backup withholding may apply if the payor has actual knowledge, or reason to know, that the holder is a U.S. person who is not an exempt recipient.

U.S. information reporting and backup withholding requirements generally will apply to the proceeds of a disposition of our Class A common stock effected by or through a U.S. office of any broker, U.S. or foreign, except that information reporting and such requirements may be avoided if the holder provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E or otherwise meets documentary evidence requirements for establishing non-U.S. person status or otherwise establishes an exemption. Generally, U.S. information reporting and backup withholding requirements will not apply to a payment of disposition proceeds to a Non-U.S. Holder where the transaction is effected outside the United States through a non-U.S. office of a non-U.S. broker. Information reporting and backup withholding requirements may, however, apply to a payment of disposition proceeds if the broker has actual knowledge, or reason to know, that the holder is, in fact, a U.S. person. For information reporting purposes, certain brokers with substantial U.S. ownership or operations will generally be treated in a manner similar to U.S. brokers.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be credited against the tax liability of persons subject to backup withholding, provided that the required information is timely furnished to the IRS.

## Foreign Accounts

Sections 1471 through 1474 of the Code (commonly referred to as FATCA) impose a U.S. federal withholding tax of 30% on certain payments, including dividends paid on, and the gross proceeds of a disposition of, our Class A common stock paid to a foreign financial institution (as specifically defined by applicable rules) unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity holders of such institution, as well as certain account holders that are foreign entities with U.S. owners). FATCA also generally imposes a federal withholding tax of 30% on certain payments, including dividends paid on, and the gross proceeds of a disposition of, our Class A common stock to a non-financial foreign entity unless such entity provides the withholding agent with either a certification that it does not have any substantial direct or indirect U.S. owners or provides information regarding substantial direct and indirect U.S. owners of the entity. An intergovernmental agreement between the United States and an applicable foreign country may modify those requirements. The withholding tax described above will not apply if the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from the rules.

The withholding provisions described above currently apply to payments of dividends, and, subject to the recently released proposed Treasury Regulations described below, will apply to payments of gross proceeds from a sale or other disposition of Class A common stock on or after January 1, 2019.

The U.S. Treasury Department recently released proposed regulations which, if finalized in their present form, would eliminate the federal withholding tax of 30% applicable to the gross proceeds of a disposition of our Class A common stock. In its preamble to such proposed regulations, the U.S. Treasury Department stated that taxpayers may generally rely on the proposed regulations until final regulations are issued. Holders are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their investment in our Class A common stock.

**EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF PURCHASING, HOLDING AND DISPOSING OF OUR CLASS A COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY RECENT OR PROPOSED CHANGE IN APPLICABLE LAW.**

## UNDERWRITING

We and the underwriters for the offering named below have entered into an underwriting agreement with respect to the Class A common stock being offered. Subject to the terms and conditions of the underwriting agreement, each underwriter has severally agreed to purchase from us the number of shares of our Class A common stock set forth opposite its name below. Cowen and Company, LLC, Evercore Group L.L.C. and Stifel, Nicolaus & Company, Incorporated are the representatives of the underwriters.

<u>Underwriter</u>	<u>Number of Shares</u>
Cowen and Company, LLC	
Evercore Group L.L.C.	
Stifel, Nicolaus & Company, Incorporated	
Canaccord Genuity LLC	
Brookline Capital Markets, a division of Arcadia Securities, LLC	
Total	

The underwriting agreement provides that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters have agreed, severally and not jointly, to purchase all of the shares sold under the underwriting agreement if any of these shares are purchased, other than those shares covered by the overallotment option described below. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated.

We have agreed to indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect thereof.

The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel and other conditions specified in the underwriting agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

*Overallotment Option to Purchase Additional Shares.* We have granted to the underwriters an option to purchase up to additional shares of Class A common stock at the public offering price, less the underwriting discount. This option is exercisable for a period of 30 days. The underwriters may exercise this option solely for the purpose of covering overallotments, if any, made in connection with the sale of Class A common stock offered hereby. To the extent that the underwriters exercise this option, the underwriters will purchase additional shares from us in approximately the same proportion as shown in the table above.

*Discounts and Commissions.* The following table shows the public offering price, underwriting discount and proceeds, before expenses, to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

We estimate that the total expenses of the offering, excluding underwriting discounts, will be approximately \$ and are payable by us. We have also agreed to reimburse the underwriters



for expenses of up to \$ related to the clearance of this offering with the Financial Industry Regulatory Authority, Inc.

		Total	
	Per Share	Without Overallotment	With Overallotment
Public offering price	\$	\$	\$
Underwriting discount			
Proceeds, before expenses, to us			

The underwriters propose to offer the shares of Class A common stock to the public at the public offering price set forth on the cover of this prospectus. The underwriters may offer the shares of Class A common stock to securities dealers at the public offering price less a concession not in excess of \$ per share. If all of the shares are not sold at the public offering price, the underwriters may change the offering price and other selling terms.

*Discretionary Accounts.* The underwriters do not intend to confirm sales of the shares to any accounts over which they have discretionary authority.

*Market Information.* Prior to this offering, there has been no public market for shares of our Class A common stock. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In addition to prevailing market conditions, the factors to be considered in these negotiations will include:

- § the history of, and prospects for, our company and the industry in which we compete;
- § our past and present financial information;
- § an assessment of our management;
- § our past and present operations, and the prospects for, and timing of, our future revenues;
- § the present state of our development; and
- § the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for the shares may not develop. It is also possible that after the offering the shares will not trade in the public market at or above the initial public offering price.

We intend to apply for the quotation of our Class A common stock on the Nasdaq Global Market under the symbol "BCEL".

*Stabilization.* In connection with this offering, the underwriters may engage in stabilizing transactions, overallotment transactions, syndicate covering transactions, penalty bids and purchases to cover positions created by short sales.

- § Stabilizing transactions permit bids to purchase shares of Class A common stock so long as the stabilizing bids do not exceed a specified maximum, and are engaged in for the purpose of preventing or retarding a decline in the market price of the Class A common stock while the offering is in progress.
- § Overallotment transactions involve sales by the underwriters of shares of Class A common stock in excess of the number of shares the underwriters are obligated to purchase. This creates a syndicate short position which may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in the

overallotment option. In a naked short position, the number of shares involved is greater than the number of shares in the overallotment option. The underwriters may close out any short position by exercising their overallotment option or purchasing shares in the open market.

§ Syndicate covering transactions involve purchases of Class A common stock in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared with the price at which they may purchase shares through exercise of the overallotment option. If the underwriters sell more shares than could be covered by exercise of the overallotment option and, therefore, have a naked short position, the position can be closed out only by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that after pricing there could be downward pressure on the price of the shares in the open market that could adversely affect investors who purchase in the offering.

§ Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the Class A common stock originally sold by that syndicate member is purchased in stabilizing or syndicate covering transactions to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our Class A common stock or preventing or retarding a decline in the market price of our Class A common stock. As a result, the price of our Class A common stock in the open market may be higher than it would otherwise be in the absence of these transactions. Neither we nor the underwriters make any representation or prediction as to the effect that the transactions described above may have on the price of our Class A common stock. These transactions may be effected on The Nasdaq Global Market, in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time.

*Lock-Up Agreements.* Pursuant to certain "lock-up" agreements, we and our executive officers, directors and substantially all of our other stockholders, have agreed, subject to certain exceptions, not to offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of or announce the intention to otherwise dispose of, or enter into any swap, hedge or similar agreement or arrangement that transfers, in whole or in part, the economic consequence of ownership of, directly or indirectly, or make any demand or request or exercise any right with respect to the registration of, or file with the SEC a registration statement under the Securities Act relating to, any Class A common stock or securities convertible into or exchangeable or exercisable for any Class A common stock, including shares of our Class B common stock, without the prior written consent of the representatives, for a period of 180 days after the date of the pricing of the offering.

This lock-up provision applies to Class A common stock and to securities convertible into or exchangeable or exercisable for Class A common stock, including shares of our Class B common stock. It also applies to Class A and Class B common stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition. The exceptions permit us, among other things and subject to restrictions, to: (a) issue Class A common stock or options pursuant to employee benefit plans, (b) issue Class A common stock upon exercise of outstanding options or warrants or (c) file registration statements on Form S-8.

The exceptions permit our executive officers, directors and shareholders, as parties to the "lock-up" agreements, among other things and subject to restrictions, to (a) make certain gifts,

(b) make transfers by will or intestate succession, (c) if the party is a corporation, partnership, limited liability company or other business entity, make transfers to any stockholders, partners, members of, or owners of similar equity interests in, the party, or to an affiliate of the party, if such transfer is not for value, (d) if the party is a corporation, partnership, limited liability company or other business entity, make transfers in connection with the sale or transfer of all of the party's capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the party's assets, in any such case not undertaken for the purpose of avoiding the restrictions imposed by the "lock-up" agreement, (e) enter into transactions relating to shares of Class A common stock acquired in open market transactions after completion of this offering, provided that no public announcement or filing is made regarding such transaction during the 180-day lock-up period, (f) enter into a 10b5-1 trading plan, provided that such plan does not permit the sale of any Class A common stock during the 180-day lock-up period and no public announcement or filing is made regarding such plan during the 180-day lock-up period, (g) make transfers to us to satisfy tax withholding obligations pursuant to our equity incentive plans disclosed in this prospectus, (h) if the party is a trust, make transfers to a trust, trustee or beneficiary of the trust or to the estate of a trustor, trustee or beneficiary of such trust, provided that no public announcement or filing is made regarding such transaction during the 180-day lock-up period, (i) make transfers pursuant to a divorce settlement, qualified domestic or other court order, (j) make transfers to us pursuant to any right to repurchase shares or any right of first refusal with respect to transfers of shares and (k) make transfers pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction.

The representatives, in their sole discretion, may release our Class A common stock and other securities subject to the lock-up agreements described above in whole or in part at any time. When determining whether or not to release our Class A common stock and other securities from lock-up agreements, the representatives will consider, among other factors, the holder's reasons for requesting the release, the number of shares for which the release is being requested and market conditions at the time of the request. In the event of such a release or waiver for one of our directors or officers, the representatives shall provide us with notice of the impending release or waiver at least three business days before the effective date of such release or waiver and we will announce the impending release or waiver by issuing a press release at least two business days before the effective date of the release or waiver.

*Canada.* The Class A common stock may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Class A common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

*United Kingdom.* Each of the underwriters has represented and agreed that:

- § it has not made or will not make an offer of the securities to the public in the United Kingdom within the meaning of section 102B of the Financial Services and Markets Act 2000 (as amended) (FSMA) except to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities or otherwise in circumstances which do not require the publication by us of a prospectus pursuant to the Prospectus Rules of the Financial Services Authority (FSA);
- § it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) to persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or in circumstances in which section 21 of FSMA does not apply to us; and
- § it has complied with and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the securities in, from or otherwise involving the United Kingdom.

*Switzerland.* The securities will not be offered, directly or indirectly, to the public in Switzerland and this prospectus does not constitute a public offering prospectus as that term is understood pursuant to article 652a or 1156 of the Swiss Federal Code of Obligations.

*European Economic Area.* In relation to each Member State of the European Economic Area (the "EEA") which has implemented the European Prospectus Directive (each, a "Relevant Member State"), an offer of our shares may not be made to the public in a Relevant Member State other than:

- § to any legal entity which is a qualified investor, as defined in the European Prospectus Directive;
- § to fewer than 150 natural or legal persons (other than qualified investors as defined in the European Prospectus Directive), subject to obtaining the prior consent of the relevant dealer or dealers nominated by us for any such offer; or
- § in any other circumstances falling within Article 3(2) of the European Prospectus Directive,

provided that no such offer of our shares shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the European Prospectus Directive or supplement prospectus pursuant to Article 16 of the European Prospectus Directive and each person who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the underwriters and with us that it is a "qualified investor" within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the European Prospectus Directive.

In the case of any shares being offered to a financial intermediary as that term is used in Article 3(2) of the European Prospectus Directive, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares to the public other than their offer or resale in a Relevant Member State to qualified investors as so defined or in circumstances in which the prior consent of the representatives has been obtained to each such proposed offer or resale.

For the purposes of this description, the expression an "offer to the public" in relation to the securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe for the securities, as the expression may be varied in that Relevant Member State by any measure implementing the European Prospectus Directive in that member state, and the expression "European Prospectus Directive" means Directive 2003/71/EC (and amendments hereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State. The expression 2010 PD Amending Directive means Directive 2010/73/EU.

*Israel.* In the State of Israel this prospectus shall not be regarded as an offer to the public to purchase shares of Class A common stock under the Israeli Securities Law, 5728-1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728-1968, including, inter alia, if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions (the "Addressed Investors"); or (ii) the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728-1968, subject to certain conditions (the "Qualified Investors"). The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase securities in addition to the 35 Addressed Investors. The company has not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728-1968. We have not and will not distribute this prospectus or make, distribute or direct an offer to subscribe for our Class A common stock to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors.

Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the Israeli Securities Law, 5728-1968. In particular, we may request, as a condition to be offered Class A common stock, that Qualified Investors will each represent, warrant and certify to us or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728-1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728-1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728-1968 and the regulations promulgated thereunder in connection with the offer to be issued Class A common stock; (iv) that the shares of Class A common stock that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728-1968, (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728-1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor's name, address and passport number or Israeli identification number.

We have not authorized and do not authorize the making of any offer of securities through any financial intermediary on our behalf, other than offers made by the underwriters and their respective affiliates, with a view to the final placement of the securities as contemplated in this document. Accordingly, no purchaser of the shares, other than the underwriters, is authorized to make any further offer of shares on our behalf or on behalf of the underwriters.

*Electronic Offer, Sale and Distribution of Shares.* A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters or selling group members, if any, participating in this offering and one or more of the underwriters participating in this

offering may distribute prospectuses electronically. The representatives may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on these websites is not part of this prospectus or the registration statement of which this prospectus forms a part, has not been approved or endorsed by us or any underwriter in its capacity as underwriter, and should not be relied upon by investors.

*Other Relationships.* Certain of the underwriters and their affiliates have provided, and may in the future provide, various investment banking, commercial banking and other financial services for us and our affiliates for which they have received, and may in the future receive, customary fees.

## **LEGAL MATTERS**

The validity of the shares of Class A common stock and Class B common stock being offered by this prospectus will be passed upon for us by Cooley LLP, Palo Alto, California. The underwriters are being represented by Davis Polk & Wardwell LLP, Menlo Park, California.

## **EXPERTS**

The consolidated financial statements as of December 31, 2017 and 2018 included in this prospectus have been so included in reliance on the report of OUM & Co. LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

## **CHANGES IN INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

### **Dismissal of Independent Registered Public Accounting Firm**

We dismissed Frank, Rimerman + Co. LLP, or Frank, Rimerman, as our independent registered public accounting firm on November 13, 2017. The decision to dismiss Frank, Rimerman was approved by our board of directors.

The report of Frank, Rimerman on the financial statements for 2016 contained no adverse opinion or a disclaimer of opinion, and was not qualified or modified as to uncertainty, audit scope or accounting principle. Frank, Rimerman did not perform an audit of our 2017 financial statements.

During 2016, and the subsequent period through November 13, 2017, (1) there were no disagreements (as that term is used in Item 304(a)(1)(iv) of Regulation S-K and the related instructions) between us and Frank, Rimerman on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Frank, Rimerman, would have caused Frank, Rimerman to make reference thereto in its report on our financial statements for the year ended December 31, 2016, and (2) there were no "reportable events" as such term is defined in Item 304(a)(1)(v) of Regulation S-K.

We have provided Frank, Rimerman with a copy of the disclosures set forth under the heading "Changes in Independent Registered Public Accounting Firm" included in this prospectus and have requested that Frank, Rimerman furnish a letter addressed to the SEC stating whether or not Frank, Rimerman agrees with statements related to them made by us under the heading "Change in Independent Registered Public Accounting Firm" in this prospectus. A copy of that letter is filed as Exhibit 16.1 to the registration statement of which this prospectus forms a part.

### **Newly Appointed Independent Registered Public Accounting Firm**

We engaged OUM & Co. LLP, or OUM, as our independent registered public accounting firm on November 13, 2017 to audit our financial statements for 2016, 2017 and 2018. The decision to change our principal independent registered public accounting firm was approved by our board of directors.

During 2016, and the subsequent period preceding our engagement of OUM as our independent registered public accounting firm, we did not consult with OUM on matters that involved the application of accounting principles to a specified transaction, the type of audit opinion that might be

rendered on our financial statements or any other matter that was either the subject of a disagreement or reportable event.

#### **WHERE YOU CAN FIND MORE INFORMATION**

We have filed with the SEC a registration statement on Form S-1, including exhibits and schedules, under the Securities Act, with respect to the shares of Class A common stock being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the Class A common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You can read our SEC filings, including the registration statement, over the Internet at the SEC's website at [www.sec.gov](http://www.sec.gov).

Upon the completion of this offering, we will be subject to the information reporting requirements of the Securities Exchange Act of 1934 and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available at the web site of the SEC referred to above. We also maintain a website at [www.atreca.com](http://www.atreca.com), at which, following the completion of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on or accessible through our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is an inactive textual reference only.



**CONSOLIDATED FINANCIAL STATEMENTS ATRECA, INC.**  
**Index to Consolidated Financial Statements**

Audited financial statements for the years ended December 31, 2017 and 2018

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Unaudited financial statements for the three months ended March 31, 2018 and 2019

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Stockholders and Board of Directors  
Atreca, Inc.  
Redwood City, California

### Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Atreca, Inc. (the Company), which comprise the consolidated balance sheets as December 31, 2017 and 2018, and the related consolidated statements of operations, comprehensive loss, convertible preferred stock and stockholders' deficit and cash flows for each of the two years in the period ended December 31, 2018, and the related notes (collectively referred to as the financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2018, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

### Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ OUM & CO. LLP  
San Francisco, California  
March 5, 2019, except for Note 14 as to which the date is April 23, 2019.  
We have served as the Company's auditor since 2017.

**Atreca, Inc.**  
**Consolidated Balance Sheets**  
(in thousands, except share and per share data)

	December 31,		Pro Forma December 31, 2018 (unaudited)
	2017	2018	
<b>ASSETS</b>			
Current Assets			
Cash and cash equivalents	\$ 8,242	\$ 114,504	
Investments	22,371	—	
Prepaid expenses and other current assets	1,369	2,721	
Total current assets	31,982	117,225	
Property and equipment, net	3,790	4,143	
Deposits and other	340	316	
Total assets	<u>\$ 36,112</u>	<u>\$ 121,684</u>	
<b>LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)</b>			
Current Liabilities			
Accounts payable	\$ 609	\$ 1,307	\$ 1,307
Accrued expenses	2,084	3,208	3,208
Capital lease obligations, current portion	51	47	47
Total current liabilities	2,744	4,562	4,562
Capital lease obligations, net of current portion	144	100	100
Deferred rent	81	6	6
Preferred stock warrant liability	347	380	—
Total liabilities	3,316	5,048	4,668
Commitments and Contingencies (Note 8)			
Series A convertible preferred stock, \$0.0001 par value, 32,133,287 shares authorized; 31,833,287 shares issued and outstanding (aggregate liquidation preference of \$58,892), no shares issued and outstanding, pro forma (unaudited)	55,029	55,029	—
Series B convertible preferred stock, \$0.0001 par value, 18,008,749 shares authorized (18,550,000 shares at 2017); 18,008,749 shares issued and outstanding (aggregate liquidation preference of \$35,000), no shares issued and outstanding, pro forma (unaudited)	34,333	34,333	—
Series C1 convertible preferred stock, \$0.0001 par value, 54,184,549 shares authorized (none at 2017); 30,042,910 shares issued and outstanding (aggregate liquidation preference of \$70,000), no shares issued and outstanding, pro forma (unaudited)	—	65,691	—
Series C2 convertible preferred stock, \$0.0001 par value, 23,605,150 shares authorized (none at 2017); 23,605,150 shares issued and outstanding (aggregate liquidation preference of \$55,000), no shares issued and outstanding, pro forma (unaudited)	—	54,615	—
Stockholders' equity (deficit)			
Class A common stock, \$0.0001 par value, 191,398,492 shares authorized (77,520,000 shares of single class common stock at 2017), 12,719,411 shares issued and outstanding (12,552,359 shares of single class common stock at 2017) 92,604,357 shares issued and outstanding, pro forma (unaudited)	1	1	9
Class B common stock, \$0.0001 par value, 23,605,150 shares authorized (none at 2017), none issued and outstanding 23,605,150 shares issued and outstanding, pro forma (unaudited)	—	—	2
Additional paid-in capital	2,129	3,593	213,631
Accumulated other comprehensive loss	(14)	(4)	(4)
Accumulated deficit	(58,682)	(96,622)	(96,622)
Total stockholders' equity (deficit)	(56,566)	(93,032)	117,016
Total liabilities, convertible preferred stock and stockholders' equity (deficit)	<u>\$ 36,112</u>	<u>\$ 121,684</u>	<u>\$ 121,684</u>

*The accompanying Notes are an integral part of these consolidated financial statements.*

**Atreca, Inc.**  
**Consolidated Statements of Operations**  
(in thousands, except share and per share data)

	Year Ended December 31,	
	2017	2018
Operating Expenses		
Research and development	\$ 24,873	\$ 32,513
General and administrative	4,562	7,060
Total operating expenses	29,435	39,573
Operating loss	(29,435)	(39,573)
Interest and other income (expense)		
Other income	1,719	961
Interest income	152	714
Interest expense	(14)	(9)
Preferred stock warrant liability revaluation	6	(33)
Gain (loss) on disposal of property and equipment	48	(1)
Loss before income tax benefit (expense)	(27,524)	(37,941)
Income tax benefit (expense)	(3)	1
Net loss	\$ (27,527)	\$ (37,940)
Net loss per share, basic and diluted	\$ (2.19)	\$ (3.00)
Weighted-average shares used in computing net loss per share, basic and diluted	12,568,773	12,629,167
Pro forma net loss per share, basic and diluted (unaudited)		\$ (0.48)
Weighted-average shares used in computing pro forma net loss per share, basic and diluted (unaudited)		79,667,978

*The accompanying Notes are an integral part of these consolidated financial statements.*

**Atreca, Inc.**  
**Consolidated Statements of Comprehensive Loss**  
**(in thousands)**

	Year Ended December 31,	
	2017	2018
Net loss	\$ (27,527)	\$ (37,940)
Other comprehensive income (loss):		
Unrealized gain (loss) on fair value of investments	(31)	26
Unrealized gain (loss) on currency translation	34	(16)
Comprehensive loss	<u>\$ (27,524)</u>	<u>\$ (37,930)</u>

*The accompanying Notes are an integral part of these consolidated financial statements.*

**Atreca, Inc.**  
**Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit**  
**Years Ended December 31, 2018 and 2017**  
(in thousands, except share data)

	Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balances at December 31, 2016	31,833,287	\$ 55,029	12,596,704	\$ 1	1,700	(17)	(31,155)	(29,471)
Issuance of Series B convertible preferred stock, net of issuance costs of \$667	18,008,749	34,333	—	—	—	—	—	—
Issuance of common stock upon exercise of options	—	—	57,815	—	16	—	—	16
Vesting of early exercised stock options	—	—	—	—	4	—	—	4
Repurchase of unvested shares	—	—	(102,160)	—	—	—	—	—
Stock-based compensation	—	—	—	—	409	—	—	409
Unrealized loss in fair value of investments	—	—	—	—	—	(31)	—	(31)
Unrealized currency exchange gain	—	—	—	—	—	34	—	34
Net loss	—	—	—	—	—	—	(27,527)	(27,527)
Balances at December 31, 2017	49,842,036	89,362	12,552,359	1	2,129	(14)	(58,682)	(56,566)
Issuance of Series C1 convertible preferred stock net of issuance costs of \$4,309	30,042,910	65,691	—	—	—	—	—	—
Issuance of Series C2 convertible preferred stock net of issuance costs of \$385	23,605,150	54,615	—	—	—	—	—	—
Issuance of common stock upon exercise of options	—	—	167,052	—	45	—	—	45
Stock-based compensation	—	—	—	—	1,419	—	—	1,419
Unrealized gain on fair value of investments	—	—	—	—	—	26	—	26
Unrealized currency exchange loss	—	—	—	—	—	(16)	—	(16)
Net loss	—	—	—	—	—	—	(37,940)	(37,940)
Balances at December 31, 2018	103,490,096	\$209,668	12,719,411	\$ 1	3,593	(4)	(96,622)	(93,032)

*The accompanying Notes are an integral part of these consolidated financial statements.*



**Atreca, Inc.**  
**Consolidated Statements of Cash Flows**  
(in thousands)

	Year Ended December 31,	
	2017	2018
Cash Flows from Operating Activities		
Net loss	\$ (27,527)	\$ (37,940)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,205	1,409
(Gain) loss on disposal of property and equipment	(48)	1
Stock-based compensation	409	1,419
Preferred stock warrant liability revaluation	(6)	33
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	596	(1,370)
Accounts payable	136	698
Accrued expenses	152	1,085
Deferred rent	(13)	(35)
Net cash used in operating activities	<u>(25,096)</u>	<u>(34,700)</u>
Cash Flows from Investing Activities		
Purchase of property and equipment	(1,377)	(1,764)
Purchase of investments	(29,780)	—
Proceeds from maturities of investments	22,176	22,398
Change in deposits	12	24
Net cash provided by (used in) investing activities	<u>(8,969)</u>	<u>20,658</u>
Cash Flows from Financing Activities		
Proceeds from issuance of convertible preferred stock, net	34,333	120,306
Proceeds from exercise of stock options	16	46
Principal payments on capital lease obligations	(60)	(48)
Net cash provided by financing activities	<u>34,289</u>	<u>120,304</u>
Net change in cash and cash equivalents	224	106,262
Cash and cash equivalents, beginning of period	8,018	8,242
Cash and cash equivalents, end of period	<u>\$ 8,242</u>	<u>\$ 114,504</u>
Supplemental Disclosure of Cash Flow Information:		
Cash paid for interest	<u>\$ 14</u>	<u>\$ 9</u>
Cash paid for income taxes	<u>\$ 3</u>	<u>\$ (1)</u>
Supplemental Schedule of Non-Cash Investing and Financing Activities:		
Vesting of early exercised common stock options	<u>\$ 4</u>	<u>\$ —</u>
Equipment returned under capital lease obligation	<u>\$ (43)</u>	<u>\$ —</u>

*The accompanying Notes are an integral part of these consolidated financial statements.*



**Atreca, Inc.**  
**Notes to Consolidated Financial Statements**

## **1. Nature of Business and Management's Plans Regarding Financing of Future Operations**

### **Nature of Business**

Atreca, Inc. (the Company) was incorporated in the State of Delaware on June 11, 2010 (inception date), and is located in Redwood City, California. In April 2016, the Company formed a wholly owned subsidiary, Atreca Pte. Ltd., in Singapore. The Company is a biopharmaceutical company utilizing its differentiated platform to discover and develop novel antibody-based immunotherapeutics to treat a range of solid tumor types. The Company's lead product candidate, ATRC-101, is a monoclonal antibody in preclinical development with a novel mechanism of action and target derived from an antibody identified using its discovery platform. The Company operates in a single segment. Since inception, the Company has been primarily engaged in research and development, raising capital, building its management team and building its intellectual property portfolio.

### **Liquidity**

Management evaluates whether there are relevant conditions and events that in the aggregate raise substantial doubt about the entity's ability to continue as a going concern and to meet its obligations as they become due within one year from the date that the financial statements are issued.

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, dependence on key personnel, protection of proprietary technology, compliance with government regulations and the ability to secure additional capital to fund operations. Identification and development of product candidates will require significant additional research and development efforts, including extensive preclinical and clinical testing and regulatory approval prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel and infrastructure and extensive compliance-reporting capabilities. Even if the Company's drug development efforts are successful, it is uncertain when, if ever, the Company will realize significant revenue from product sales.

## **2. Summary of Significant Accounting Policies**

### *Principles of Consolidation*

The consolidated financial statements include accounts of the Company and its wholly owned subsidiary. All significant intercompany accounts and transactions are eliminated upon consolidation.

### *Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and reported amounts of income and expenses in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Key estimates in the consolidated financial statements include estimated useful lives of property and equipment, impairment of long-lived assets, accrued expenses, valuation of deferred income tax assets, fair value of warrants issued to purchasers of shares of preferred stock and common stock and fair value of options granted under the Company's stock option plan.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

## **2. Summary of Significant Accounting Policies (Continued)**

### *Other Income*

Other income is comprised of amounts earned from services performed under service agreements. Beginning January 1, 2018, the Company follows the provisions of Accounting Standards Update 2014-09 Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers* (Topic 606). The guidance provides a unified model to determine how income is recognized.

In determining the appropriate amount of other income to be recognized as it fulfills its obligations under the agreements, the Company performs the following steps: (i) identifies the promised goods or services in the contract; (ii) determines whether the promised goods or services are performance obligations including whether they are distinct in the context of the contract; (iii) measures the transaction price, including the constraint on variable consideration; (iv) allocates the transaction price to the performance obligations based on estimated selling prices; and (v) recognizes other income when (or as) the Company satisfies each performance obligation.

Upon adoption of Topic 606, there was no change to the units of accounting previously identified with respect to existing service agreements under legacy Generally Accepted Accounting Principles (GAAP), which are now considered performance obligations under Topic 606, and there was no change to the revenue recognition pattern for the performance obligations. Accordingly, the adoption of the new standard resulted in no cumulative effect change to the Company's opening accumulated deficit balance.

The Company generally allocates the transaction price to distinct performance obligations at their stand-alone selling prices, determined by their estimated costs plus some margin. Performance obligations are generally delivered over time and recognized based upon observable inputs as the related research services are performed, which are recorded as research and development expenses. Amounts due under service agreements are generally billed monthly as services are delivered and do not generally result in contract liabilities or assets. Receivables under service agreements of \$37,000 and \$282,000 are included in prepaid expenses and other current assets as of December 31, 2017 and 2018, respectively. The Company has received an advance payment of \$200,000 for services to be performed under a service agreement. This represents the sole contract liability under Topic 606 and is included in other accrued expenses as of December 31, 2017 and 2018.

### *Collaboration and Service Arrangements*

In March 2016, the Company entered into a research collaboration agreement with Genome Institute of Singapore (GIS) for the development of a high-throughput microfluidic droplet system for single cell phenotyping and genotyping. Under the agreement, the Company contributes reimbursement of research expenses and certain reagents and other consumables to GIS. The Company accounts for the collaboration agreement with GIS in accordance with ASC 808—*Collaborative Arrangements*. The Company recognized \$280,000 and \$522,000 of research and development expenses in 2017 and 2018, respectively under the collaboration agreement, including wind-down costs. The Company exercised its right to early terminate the collaboration agreement in December 2018.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**2. Summary of Significant Accounting Policies (Continued)**

The Company provides antibody sequencing and related repertoire analysis services to the Bill and Melinda Gates Foundation under a services agreement entered into in February 2013. Generally, services are billed as they are delivered, and service revenue is recognized in other income in accordance with Topic 606.

In December 2018, the Company entered into a service agreement with Bristol-Myers Squibb to provide antibody sequencing and related repertoire analysis services. As of December 31, 2018, services provided under the agreement were not material. Service revenue will be recognized in other income in accordance with Topic 606.

*Unaudited Pro Forma Financial Information*

The unaudited pro forma balance sheet information as of December 31, 2018, assumes the conversion of all outstanding shares of convertible preferred stock into 103,490,096 shares of the Company's common stock immediately prior to completion of the Company's planned initial public offering (IPO). Shares of common stock issued in the IPO and any related net proceeds are excluded from the pro forma information.

Unaudited pro forma net loss per share is computed using the weighted-average number of common shares outstanding after giving effect to the conversion of all convertible preferred stock into shares of common stock, as if such conversion had occurred at the beginning of the period presented, or the date of original issuance, if later. The conversion of convertible preferred stock has been reflected assuming shares of convertible preferred stock convert into shares of fully paid common stock at the applicable conversion ratios.

*Cash and Cash Equivalents*

Cash and cash equivalents include all cash balances and highly liquid investments purchased with an original maturity of three months or less.

*Investments*

The Company considers securities purchased with original maturities greater than three months to be investments. The Company's policy is to protect the value of its investment portfolio and minimize principal risk by earning returns based on current interest rates. The Company's intent is to convert all investments into cash to be used for operations and has classified them as available for sale. For purposes of determining realized gains and losses, the cost of securities sold is based on specific identification. There were no realized gains or losses on investments through December 31, 2018. Net unrealized holding losses on investments, which are included in accumulated other comprehensive loss, were \$26,000 and \$0 at December 31, 2017 and 2018, respectively. The Company's investments at December 31, 2017, consisted primarily of U.S. Treasury securities that are reported at fair value based on quoted prices in active markets.

*Risks and Uncertainties*

The Company is subject to a number of risks associated with companies at a similar stage, including dependence on key individuals, competition from similar services and larger companies, volatility of the industry, ability to obtain regulatory clearance, ability to obtain adequate financing to

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

## **2. Summary of Significant Accounting Policies (Continued)**

support growth, the ability to attract and retain additional qualified personnel to manage the anticipated growth of the Company and general economic conditions.

### *Concentration of Credit Risk*

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash and cash equivalents, investments and other receivables. Cash and cash equivalents are held at one financial institution and were in excess of the Federal Deposit Insurance Corporation insurable limit at December 31, 2017 and 2018. Additionally, cash, cash equivalents and investments are maintained at a brokerage firm for which amounts are insured by the Securities Investor Protection Corporation subject to legal limits. The Company has not experienced any losses on its deposits to date.

The Company does not require collateral or other security for other receivables; however, credit risk is mitigated by the Company's ongoing evaluations of its debtors' credit worthiness. The Company recognized \$0 and \$7,000 of credit losses in 2017 and 2018, respectively.

### *Property and Equipment*

Property and equipment are stated at cost less depreciation. Depreciation is computed using the straight-line method with the estimated useful lives of the assets ranging from two to five years. Leasehold improvements are amortized over the estimated useful life of the asset, or the remaining lease term, whichever is shorter. Expenditures for repairs and maintenance, which do not extend the useful life of the property and equipment, are expensed as incurred.

### *Accounting for Impairment of Long-Lived Assets*

Long-lived assets consist of property and equipment. The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets held and used is measured by comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. The Company has not recorded any impairment of long-lived assets in 2017 or 2018.

### *Intellectual Property*

The legal and professional costs incurred by the Company to maintain its patent rights have been expensed as part of research and development costs since inception. As of December 31, 2017 and 2018, the Company has determined that these expenses have not met the criteria to be capitalized. Intellectual property-related expenses for the years ended December 31, 2017 and 2018 were \$487,000 and \$1.1 million, respectively.

### *Deferred Rent*

The Company has entered into lease agreements for its laboratory and office facilities. These leases qualify as and are accounted for as operating leases. Rent expense is recognized on a straight-line basis over the term of the lease and, accordingly, the Company records the difference between cash rent payments and the recognition of rent expense as a deferred rent liability.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

## **2. Summary of Significant Accounting Policies (Continued)**

### *Research and Development Costs*

Research and development costs are expensed as incurred. Research and development costs consist primarily of salaries and benefits, consultant fees, stock-based compensation, certain facility costs, legal costs and other costs associated with preclinical development.

A substantial portion of the Company's ongoing research and development activities are conducted by third-party service providers in connection with preclinical development activities and contract manufacturing organizations in connection with the production of materials for clinical trials. At the end of the reporting period, the Company compares payments made to third-party service providers to the estimated progress toward completion of the research or development objectives. Such estimates are subject to change as additional information becomes available. Depending on the timing of payments to the service providers and the progress that the Company estimates has been made as a result of the service provided, the Company may record net prepaid or accrued expense relating to these costs.

### *Stock-Based Compensation*

The Company generally grants stock options to its employees for a fixed number of shares with an exercise price equal to the fair value of the underlying shares at the date of grant. The Company accounts for stock option grants using the fair value method. The fair value of options is calculated using the Black-Scholes option pricing model. Stock-based compensation is recognized as the underlying options vest using the straight-line attribution approach, and forfeitures are recorded as they occur.

Beginning January 1, 2018, the Company follows the provisions of ASU 2018-07, *Improvements to Nonemployee Share-Based Payment Accounting* (Topic 718). The standard expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. Consequently, the accounting for share-based payments to nonemployees and employees is substantially aligned.

### *Preferred Stock Warrant Liability*

The Company accounts for outstanding warrants to purchase shares of the Company's convertible preferred stock in accordance with Financial Accounting Standards Board (FASB) ASC Topic 480, *Distinguishing Liabilities from Equity* (ASC Topic 480). Under ASC Topic 480, freestanding warrants for shares that are contingently redeemable are classified as liabilities on the consolidated balance sheets and are measured at their inception date fair value and subsequently re-measured to fair value at each reporting period (Note 9).

### *Fair Value of Financial Instruments:*

The Company uses a three-level hierarchy, which prioritizes, within the measurement of fair value, the use of market-based information over entity-specific information for fair value measurements based on the nature of inputs used in the valuation of an asset or liability as of the measurement date. Fair value focuses on an exit price and is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

## **2. Summary of Significant Accounting Policies (Continued)**

participants at the measurement date. The inputs or methodology used for valuing financial instruments are not necessarily an indication of the risk associated with those financial instruments.

The three-level hierarchy for fair value measurements is defined as follows:

- Level 1:** Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2:** Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3:** Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

An asset or liability's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

### *Income Taxes*

The Company accounts for income taxes using the asset and liability method. Under this method, deferred income tax assets and liabilities are recorded based on the estimated future tax effects of differences between the financial statement and income tax basis of existing assets and liabilities. A valuation allowance is provided against the Company's deferred income tax assets when realization is not reasonably assured.

### *Net Loss Per Share*

The Company computes basic loss per share by dividing the net loss available to common stockholders by the weighted average number of common shares outstanding for the period, without consideration for common stock equivalents. Diluted net loss assumes the conversion, exercise or issuance of all potential common stock equivalents, unless the effect of inclusion would be anti-dilutive. For purposes of this calculation, common stock equivalents include the Company's stock options, common stock warrants, convertible preferred stock warrants and convertible preferred stock, which are convertible into shares of the Company's common stock. No shares related to the convertible preferred stock were included in the diluted net loss calculation for the years ended December 31, 2017 or 2018 because the inclusion of such shares would have had an anti-dilutive effect. The shares to be issued upon exercise of certain outstanding stock options were also excluded from the diluted net loss calculation for the years ended December 31, 2017 and 2018 because such shares are anti-dilutive.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**2. Summary of Significant Accounting Policies (Continued)**

Historical outstanding anti-dilutive securities not included in the diluted net loss per share calculation include the following:

	<b>Year Ended December 31,</b>	
	<b>2017</b>	<b>2018</b>
Convertible preferred stock (as converted)	49,842,036	103,490,096
Common stock options	3,404,282	12,818,129
Common stock warrants	377,620	377,620
Convertible preferred stock warrants	300,000	300,000
	<u>53,923,938</u>	<u>116,985,845</u>

**Unaudited Pro Forma Net Loss Per Share**

The following table summarizes the Company's unaudited pro forma net loss per share (in thousands, except share and per share data):

	<b>Year Ended December 31, 2018</b>
<b>Numerator:</b>	
Net loss attributable to common stockholders	\$ 37,940
<b>Denominator:</b>	
Shares used to compute net loss per share, basic and diluted	12,629,167
Pro forma adjustments to reflect assumed weighted-average effect of conversion of convertible preferred stock	<u>67,038,811</u>
Shares used to compute pro forma net loss per share, basic and diluted	<u>79,667,978</u>
Pro forma net loss per share, basic and diluted	<u>\$ (0.48)</u>

**Foreign Currency**

The U.S. dollar is the functional currency of the Company and the functional currency of its subsidiary is Singapore dollars. For consolidation purposes, assets and liabilities of its subsidiary are translated into U.S. dollars at exchange rates in effect at the balance sheet date. Revenue and expenses are translated at average exchange rates in effect during the period. Gains and losses from transactions denominated in foreign currency are included in the accumulated other comprehensive loss component of stockholders' equity. Translation adjustments are not included in earnings unless they are realized through a sale or upon a complete or substantially complete liquidation of the Company's net investment in its foreign operations.

**Recent Accounting Pronouncements**

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606). This accounting standard outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers to reflect the consideration to which the entity expects to be entitled to in exchange for goods and services.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**2. Summary of Significant Accounting Policies (Continued)**

The Company adopted Topic 606 as of January 1, 2018 using the modified retrospective method of adoption. Results for reporting periods beginning after January 1, 2018 are presented under the guidelines of Topic 606, while prior period amounts have not been adjusted and continue to be reported under the accounting standards in effect for those periods. Upon adoption of Topic 606, the Company did not recognize a cumulative effect adjustment of initially applying the standard as no material adjustments to contracts not completed as of the date of adoption were identified. The adoption of Topic 606 did not materially impact the amount of revenue recognized or any other financial statement line item as of and for the year ended December 31, 2018.

In June 2018, the FASB issued ASU 2018-07, *Improvements to Nonemployee Share-Based Payment Accounting* (Topic 718). The standard expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. An entity should apply the requirements of Topic 718 to nonemployee awards except for certain specified exemptions. The early adoption of this new guidance, effective January 1, 2018, had no material impact on the Company's consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows: Restricted Cash* (Topic 230), to address the diversity in the classification and presentation of changes in restricted cash in the statement of cash flows by requiring entities to combine the changes in cash and cash equivalents and restricted cash in one line. As a result, entities will no longer present transfers between cash and cash equivalents and restricted cash in the statement of cash flows. Additionally, if more than one line item is recorded on the balance sheet for cash and cash equivalents and restricted cash, a reconciliation between the statement of cash flows and balance sheet is required. The Company adopted the standard effective January 1, 2018 using the retrospective transition method. The adoption of the guidance did not have an impact on the Company's consolidated balance sheets or statements of cash flows.

In January 2016, the FASB issued ASU 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities* (Subtopic 825-10), which amends the guidance on the recognition, measurement, presentation and disclosure of financial instruments. Subtopic 825-10 is effective for annual and interim reporting periods beginning after December 15, 2017. The adoption of this update had no material effect on the Company's consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842), which modifies the accounting by lessees for all leases with a term greater than 12 months. This standard will require lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases. Topic 842 is effective for the Company as of January 1, 2020. Early adoption is permitted. The Company's most significant lease is its operating lease for its corporate headquarters, and, while the Company has not yet estimated the amounts by which its financial statements will be affected by the adoption of this guidance, it expects that the overall recognition of expense will be similar to current guidance, but that there will be a significant change in the balance sheet due to the recognition of right of use assets and the corresponding lease liabilities.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* (Topic 230). The standard clarifies how certain cash receipts and cash payments will be presented and classified in the statement of cash flows. Topic 230 is effective for the Company as of January 1, 2019. Early adoption is permitted. The Company does not expect the amended guidance to have a material impact on its financial statements.



**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**3. Fair Value of Financial Instruments**

The Company's financial assets and liabilities subject to fair value measurements on a recurring basis and the level of inputs used for such measurements were as follows:

<b>Assets</b>	<b>December 31, 2017</b>			
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Money market funds	\$ 218	\$ —	\$ —	\$ 218
U.S. Treasury securities	—	22,371	—	22,371
<b>Total</b>	<b>\$ 218</b>	<b>\$ 22,371</b>	<b>\$ —</b>	<b>\$ 22,589</b>
<b>Liabilities</b>				
Warrant liability	\$ —	\$ —	\$ 347	\$ 347
<b>Total</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 347</b>	<b>\$ 347</b>

<b>Assets</b>	<b>December 31, 2018</b>			
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Money market funds	\$ 109,630	\$ —	\$ —	\$ 109,630
<b>Total</b>	<b>\$ 109,630</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 109,630</b>
<b>Liabilities</b>				
Warrant liability	\$ —	\$ —	\$ 380	\$ 380
<b>Total</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 380</b>	<b>\$ 380</b>

The fair value of the warrants were calculated using the Black-Scholes option pricing model and is revalued to fair value at the end of each reporting period until the earlier of the exercise or expiration of the warrants (Note 9). The liability was valued using the following assumptions:

	<b>2017</b>	<b>2018</b>
Exercise price(1)	\$ 2.41	\$ 2.41
Stock price(2)	\$ 1.94	\$ 2.20
Time to maturity (in years)	4.64	3.64
Volatility(3)	81.3%	83.7%
Risk-free interest rate(4)	2.15%	2.50%
Expected dividend	\$ —	\$ —

- (1) Based upon terms provided in the warrant agreement.
- (2) Based upon an independently prepared valuation as of December 31, 2018 and upon the most recent preferred share purchase price as of December 31, 2017.
- (3) Based upon the historical daily volatility of a group of peer public company closing prices.
- (4) Based upon interest rate for U.S. Treasury Bonds, as published by the U.S. Federal Reserve.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**4. Cash, Cash Equivalents and Investments**

The fair value and the amortized cost of cash, cash equivalents and available-for-sale investments by major security type consist of the following (in thousands):

	December 31, 2017			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
<b>Cash, cash equivalents and investments</b>				
Cash and money market funds	\$ 8,242	\$ —	\$ —	\$ 8,242
U.S. Treasury securities	22,401	—	(30)	22,371
Total	30,643	—	(30)	30,613
Less amounts classified as cash and cash equivalents	(8,242)	—	—	(8,242)
Total available-for-sale investments	<u>\$ 22,401</u>	<u>\$ —</u>	<u>\$ (30)</u>	<u>\$ 22,371</u>

	December 31, 2018			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
<b>Cash, cash equivalents and investments</b>				
Cash and money market funds	\$ 114,504	\$ —	\$ —	\$ 114,504
Total	114,504	—	—	114,504
Less amounts classified as cash and cash equivalents	(114,504)	—	—	(114,504)
Total available-for-sale investments	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

**5. Prepaid Expenses and Other Current Assets**

Prepaid expenses and other current assets consist of the following (in thousands):

	December 31,	
	2017	2018
Vendor prepayments and deposits	\$ 1,039	\$ 2,045
Prepaid rent	292	394
Non-trade receivables	38	282
Total prepaid expenses and other current assets	<u>\$ 1,369</u>	<u>\$ 2,721</u>

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

## 6. Property and Equipment, net

Property and equipment consists of the following (in thousands):

	<b>December 31,</b>	
	<b>2017</b>	<b>2018</b>
Laboratory equipment	\$ 6,052	\$ 7,561
Furniture and fixtures	385	386
Computer hardware and software	370	580
Leasehold improvements	196	236
	<u>7,003</u>	<u>8,763</u>
Less accumulated depreciation and amortization	<u>(3,213)</u>	<u>(4,620)</u>
Total property and equipment, net	<u>\$ 3,790</u>	<u>\$ 4,143</u>

Depreciation expense was \$1.2 million and \$1.4 million in 2017 and 2018, respectively.

The net book value of property and equipment under capital leases was \$192,000 and \$142,000 at December 31, 2017 and 2018, respectively.

## 7. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	<b>December 31,</b>	
	<b>2017</b>	<b>2018</b>
Accrued compensation and related benefits	\$ 1,604	\$ 2,568
Other accruals	480	640
Total accrued expenses	<u>\$ 2,084</u>	<u>\$ 3,208</u>

## 8. Commitments and Contingencies

### Leases

The Company leases its office facilities under non-cancellable operating lease agreements that expire at various dates through April 2020. Under the terms of the leases, the Company is responsible for certain insurance, property taxes and maintenance expenses. The office facilities lease agreements contain scheduled increases over the lease term. The related rent expense is calculated on a straight-line basis with the difference recorded as deferred rent. Rent expense was \$1.2 million and \$1.3 million in 2017 and 2018, respectively.

The Company leases certain property and equipment under capital leases. In 2017, the Company financed purchases of \$226,000 under a capital lease agreement. Outstanding amounts under the capital lease agreements are generally secured by liens on the related property and equipment.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**8. Commitments and Contingencies (Continued)**

Future minimum lease payments under non-cancelable operating and capital lease agreements consist of the following at December 31, 2018 (in thousands):

	<u>Capital Leases</u>	<u>Operating Leases</u>
Year ending December 31:		
2019	\$ 53	\$ 1,325
2020	51	205
2021	51	—
2022	4	—
Total minimum lease payments	159	\$ 1,530
Less: amount representing interest	(12)	
Present value of capital lease obligation	147	
Less: current portion	(47)	
Non-current portion	<u>\$ 100</u>	

*Litigation*

The Company is not aware of any asserted or unasserted claims against it where it believes that an unfavorable resolution would have an adverse material impact on the operations or financial position of the Company.

**9. Capital Stock**

*Convertible Preferred Stock*

The classes of preferred stock the Company was authorized to issue, and the amounts issued and outstanding as of December 31, 2017 and 2018 were as follows:

		<u>December 31, 2017</u>		<u>December 31, 2018</u>	
		<u>Authorized</u>	<u>Issued &amp; Outstanding</u>	<u>Authorized</u>	<u>Issued &amp; Outstanding</u>
Series A	\$ 0.0001	32,133,287	31,833,287	32,133,287	31,833,287
Series B	\$ 0.0001	18,550,000	18,008,749	18,008,749	18,008,749
Series C1	\$ 0.0001	—	—	54,184,549	30,042,910
Series C2	\$ 0.0001	—	—	23,605,150	23,605,150

The rights, preferences, privileges and restrictions relating to Series A, Series B, Series C1 and Series C2 (together, the Series Preferred) are as set forth below:

*Dividends*

The holders of the Series Preferred are entitled to receive non-cumulative dividends prior to and in preference to any declaration or payment of dividends on common stock. In the event dividends are paid on any share of common stock, the Company will also pay a dividend on all outstanding shares of preferred stock in a per share amount equal to the amount paid or set aside for each

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**9. Capital Stock (Continued)**

share of common stock, on an as if converted to common stock basis. No dividends have been declared or paid as of December 31, 2018.

*Voting*

The holders of the Series Preferred are entitled to voting rights equal to the number of shares of common stock into which each share of preferred stock could be converted, except that Series C2 is not entitled to vote on the election of directors at any time.

The holders of Class A common stock, voting as a separate class, are entitled to elect three members of the Board of Directors. The remaining members of the Company's board of directors will be elected by the holders of the Series Preferred, except Series C2, and Class A common stock, voting together as a single class and on an as-converted basis.

*Liquidation*

In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series Preferred are entitled to be paid, out of the available funds and assets, and prior and in preference to any payment or distribution of any such funds on any shares of common stock, an amount per share equal to the original issue price for the Series Preferred, plus all accrued and declared but unpaid dividends. The original per share issue price is equal to \$1.85 for Series A, \$1.9435 for Series B and \$2.33 for Series C1 and Series C2. If assets are insufficient to permit such payment, payment will be distributed ratably among the holders of outstanding preferred stock in proportion to the amount owned by each holder. After the liquidation preference of the holders of the Series Preferred has been satisfied, the remaining assets of the Company will be distributed ratably among the holders of outstanding common stock in proportion to the amount owned by each holder.

*Conversion*

Each share of Series Preferred is convertible into shares of Class A common stock, at the option of the holder, at any time after the date of issuance, except that Series C2 is convertible into shares of Class B common stock. Each share of Series Preferred automatically converts into the number of shares of common stock determined in accordance with the conversion rate upon the earlier of (i) the date specified by election of the holders of a majority of the shares of Series Preferred or (ii) the closing of a public offering of common stock resulting in aggregate gross proceeds of at least \$75,000,000 and having a price per share to the public of at least \$2.9125 adjusted for splits, recapitalizations and the like. At December 31, 2018, the conversion price for each share of Series A is \$1.85, Series B is \$1.9435 and Series C1 and Series C2 is \$2.33.

The Company recorded all convertible preferred stock issuances at fair value on the dates of issuance. The Company classifies the convertible preferred stock outside of stockholders' deficit in temporary equity because the shares contain contingent liquidation features that are not solely within its control. During the years ended December 31, 2017 and 2018, the Company did not adjust the carrying values of the convertible preferred stock to the deemed redemption values of such shares since a liquidation event was not probable. Subsequent adjustments to increase the carrying values to the ultimate redemption values will be made only when it becomes probable that such a liquidation event will occur.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**9. Capital Stock (Continued)**

*Redemption*

The Series Preferred is not redeemable at the option of the holder.

*Protective Provisions*

The holders of Series Preferred have certain protective provisions. As long as at least 12,500,000 shares of Series Preferred remain outstanding, the Company cannot, without the approval of at least two-thirds of the holders of Series Preferred, take any action that (i) adversely changes the rights, preferences or privileges of Series Preferred; (ii) increases or decreases the authorized number of shares of preferred stock; (iii) creates or authorizes any capital stock having the rights, preferences or privileges senior or on a parity with preferred stock; (iv) results in redemption, repurchase, payment or declaration of dividends or other distributions with respect to shares of preferred stock or common stock other than permitted repurchases and dividends; (v) consummates a liquidation, dissolution or winding up of the Company; (vi) increases or decreases the authorized members of the Company's board of directors; (vii) sells, assigns, licenses, pledges or encumbers the intellectual property of the Company; or (viii) enters into any inbound license or acquisition by merger or asset transfer or similar corporate strategic relationship, in each case involving the Company's assets having a value (as determined by the Company's board of directors in good faith) greater than \$500,000.

As long as at least 4,500,000 Series B remain outstanding, the Company cannot, without the approval of at least two-thirds of the holders of Series B, take any action that (i) adversely changes the rights, preferences or privileges of Series B; or (ii) increases or decreases the authorized number of shares of Series B.

As long as at least 10,000,000 Series C1 and Series C2 remain outstanding, the Company cannot, without the approval of at least two-thirds of the holders of Series C1 and Series C2, take any action that (i) adversely changes the rights, preferences or privileges of Series C1 and Series C2; or (ii) increases or decreases the authorized number of shares of Series C1 and Series C2.

*Classification of Convertible Preferred Stock*

The deemed liquidation preference provisions of the convertible preferred stock are considered contingent redemption provisions that are not solely within the Company's control. Accordingly, the convertible preferred stock has been presented outside of permanent equity in the mezzanine section of the consolidated balance sheets.

*Convertible Preferred Stock Warrants*

In connection with the issuance of Series A in August 2015, the Company issued warrants to purchase an aggregate of 300,000 shares of Series A at \$2.41 per share. The warrants were immediately exercisable and expire, if not exercised, in August 2022. At issuance, the fair value of the warrants was determined to be \$382,765 using the Black-Scholes pricing model and was recorded as a Series A issuance cost and a preferred stock warrant liability (Note 2). The liability was valued using the following assumptions at issuance: expected life of 7 years, fair value of Series A of \$1.85 per share, risk-free interest rate of 1.79%, volatility of 80% and no expected dividends. At December 31, 2018, the warrants remain outstanding.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**9. Capital Stock (Continued)***Class A and Class B Common Stock*

In connection with the issuance of Series C1 and C2 in 2018, the Company authorized two classes of common stock, Class A and Class B common stock. Each holder of Class A common stock and Class B common stock is entitled to one vote per share, except that Class B common stock is not entitled to vote on the election of directors at any time. The holders of Class A common stock, voting as a separate class, are entitled to elect three members of the Company's board of directors. All shares of common stock outstanding as of the authorization of two classes of common stock in September 2018 became shares of Class A common stock. As of December 31, 2018, the Company is authorized to issue 191,398,492 shares of Class A common stock and 23,605,150 of Class B common stock with a par value of \$0.0001 per share. As of December 31, 2018, the Company had 12,719,411 shares issued of Class A common stock outstanding. As of December 31, 2017, the Company was authorized to issue 77,520,000 shares of single class common stock with a par value of \$0.0001 per share. As of December 31, 2017, the Company had 12,552,359 shares single class common stock outstanding.

In June 2012, the Company issued 711,207 shares of common stock to a founder of the Company through the 2010 Equity Incentive Plan (Note 10). The founder entered into a restricted stock purchase agreement with the Company, which allows the Company to repurchase the shares of common stock from the founder at the original issuance price if the founder ceases providing services to the Company. The Company's right to repurchase the stock lapses over 48 months. At December 31, 2018 and 2017, all shares of common stock were vested and no longer subject to repurchase.

The Company has also allowed certain option holders to exercise unvested options to purchase shares of common stock. Shares received from such early exercises are subject to a right of repurchase at the issuance price. The Company's repurchase right lapses over the same period the options vest. In June 2017, the Company repurchased 102,160 unvested shares at \$0.07 per share from a terminated option holder. At December 31, 2018, 3,952 shares at a weighted-average price of \$0.11 per share were subject to repurchase. At December 31, 2018, the proceeds received for unvested shares of common stock subject to repurchase of \$435 were recorded within accrued expenses. There were no shares subject to repurchase at December 31, 2017.

*Common Stock Warrant*

In connection with the issuance of Series A in August 2015, the Company issued a warrant to purchase an aggregate of 377,620 shares of common stock at \$0.0001 per share. The warrant was immediately exercisable and expires, if not exercised, in August 2025. At issuance, the fair value of the warrant was determined to be \$41,509, which was recorded as a Series A issuance cost and additional paid-in capital. At December 31, 2018, the warrant remains outstanding.

**10. Stock Option Plan**

In September 2010, the Company adopted the 2010 Equity Incentive Plan (the Plan) under which 21,240,685 shares of the Company's common stock have been reserved for issuance to employees, directors and consultants.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**10. Stock Option Plan (Continued)**

Under the Plan, the Company's board of directors may grant incentive stock options or non-statutory stock options. Incentive stock options may only be granted to Company employees. The exercise price of incentive stock options and non-statutory stock options will be no less than 100% of the fair value per share of the Company's common stock on the grant date. If an individual owns capital stock representing more than 10% of the outstanding shares, the price of each share will be at 110% of the fair value. Fair value is determined by the Company's board of directors. Options expire after ten years (five years for stockholders owning greater than 10% of all classes of stock). The Company's board of directors determines the period over which options vest and become exercisable. The Company has a repurchase option exercisable upon the voluntary or involuntary termination of the purchaser's employment with the Company for any reason. 18,650,362 shares of the Company's common stock are reserved for future issuance under the Plan as of December 31, 2018.

The Company recognized \$409,000 and \$1.4 million of stock-based compensation expense related to options granted to employees and non-employees in 2017 and 2018, respectively. The compensation expense is allocated on a departmental basis, based on the classification of the option holder as follows (in thousands):

	Year Ended December 31,	
	2017	2018
Research and development	\$ 272	\$ 631
General and administrative	137	788
	<u>\$ 409</u>	<u>\$ 1,419</u>

No income tax benefits have been recognized in the statements of operations for stock-based compensation arrangements and no stock-based compensation costs have been capitalized as property and equipment as of December 31, 2018 (in thousands, except share and per share data).



**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**10. Stock Option Plan (Continued)**

Stock option activity under the Plan is as follows:

	Options Outstanding			
	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Balances, December 31, 2016	2,816,440	\$0.62	8.7	\$ 432
Granted	694,090	0.79		
Exercised	(57,815)	0.28		
Cancelled	(48,433)	0.76		
Balances, December 31, 2017	3,404,282	0.66	8.1	\$ 694
Granted	9,654,657	1.11		
Exercised	(167,052)	0.28		
Cancelled	(73,758)	0.82		
Balances, December 31, 2018	<u>12,818,129</u>	<u>\$1.01</u>	<u>8.9</u>	<u>\$12,881</u>
Vested and expected to vest at December 31, 2018	<u>12,818,129</u>	<u>\$1.01</u>	<u>8.9</u>	<u>\$12,881</u>
Exercisable at December 31, 2018	<u>9,557,365</u>	<u>\$0.81</u>	<u>8.6</u>	<u>\$11,489</u>
Vested at December 31, 2018	<u>2,810,279</u>	<u>\$0.72</u>	<u>7.4</u>	<u>\$ 3,633</u>

Additional information regarding the Company's stock options outstanding and vested and exercisable as of December 31, 2018 is summarized below:

Exercise Prices	Options Outstanding			Options Exercisable	
	Number of Stock Options Outstanding	Weighted-Average Remaining Contractual Life (Years)	Weighted-Average Exercise Price per Share	Shares Subject to Stock Options	Weighted-Average Exercise Price per Share
Up to \$0.11	409,246	4.3	\$0.04	408,236	\$0.04
\$0.76—\$0.86	9,380,042	8.8	\$0.83	9,048,500	\$0.83
\$1.67—\$1.67	3,028,841	9.8	\$1.67	100,629	\$1.67
	<u>12,818,129</u>	<u>8.9</u>	<u>\$1.01</u>	<u>9,557,365</u>	<u>\$0.81</u>

The weighted-average grant date fair value of options granted to employees and non-employees in 2017 and 2018 was \$0.58 per share and \$0.86 per share, respectively. The fair value of each

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**10. Stock Option Plan (Continued)**

option is estimated on the date of grant using the Black-Scholes option pricing model, assuming no expected dividends and the following weighted average assumptions:

	Year Ended December 31,	
	2017	2018
Expected life (in years)	7.06	6.01
Volatility	82.8%	78.3%
Risk-free interest rate	2.17%	2.88%

Expected volatility is based on volatilities of public companies operating in the Company's industry. The expected life of the options is estimated using the simplified method detailed in SEC Staff Accounting Bulletin No. 107. The simplified method calculates the expected term as the mid-point between the weighted-average time to vesting and the contractual maturity. The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant. The Company has elected to account for forfeitures as they occur, rather than estimate expected forfeitures.

Unrecognized estimated compensation expense totaled \$7.8 million related to non-vested stock options with a remaining requisite service period of 3.4 years.

**11. Income Taxes**

The Company applies the provisions set forth in FASB ASC Topic 740, *Income Taxes*, to account for the uncertainty in income taxes. In the preparation of income tax returns in federal, foreign and state jurisdictions, the Company asserts certain income tax positions based on its understanding and interpretation of income tax laws. The taxing authorities may challenge such positions, and the resolution of such matters could result in recognition of income tax expense in the Company's consolidated financial statements. Management believes it has used reasonable judgments and conclusions in the preparation of its income tax returns.

The Company uses the "more likely than not" criterion for recognizing the income tax benefit of uncertain income tax positions and establishing measurement criteria for income tax benefits. The Company has evaluated the impact of these positions and has reserved an unrecognized tax benefit of \$915,000 and \$1.4 million as of December 31, 2017 and 2018, respectively. The increase in the unrecognized tax benefit in 2018 is primarily additions based on tax positions related to 2018. In the event the Company should need to recognize interest and penalties related to unrecognized income tax liabilities, this amount will be recorded as an accrued liability and an increase to income tax expense. No amounts of interest or penalties were recognized in the Company's consolidated financial statements for 2017 or 2018. The Company is not currently under examination by income tax authorities in federal, state or other foreign jurisdictions. The Company does not anticipate any significant changes within 12 months of this reporting date of its uncertain tax positions.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**11. Income Taxes (Continued)**

A reconciliation of the federal statutory income tax rate and the Company's effective income tax rate is as follows:

	<b>December 31,</b>	
	<b>2017</b>	<b>2018</b>
Tax computed at federal statutory rate	34.0%	21.0%
State income taxes, net of federal benefit	—	—
Other	(2.1)%	0.8%
Tax reform rate change	(24.8)%	0.4%
Change in valuation allowance	(7.1)%	(22.2)%
Effective income tax rate	<u>0.0%</u>	<u>0.0%</u>

Deferred income taxes result from the tax effect of transactions that are recognized in different periods for financial statement and income tax reporting purposes, as well as operating loss and tax credit carryforwards. Significant components of the Company's deferred income tax assets and liabilities are as follows (in thousands):

	<b>December 31,</b>	
	<b>2017</b>	<b>2018</b>
Deferred tax assets:		
Net operating loss carryforward	\$ 10,987	\$ 18,636
Tax credits	2,530	4,121
Intangibles	1,785	1,554
Other	160	366
Total deferred tax assets	15,462	24,677
Deferred tax liabilities:		
Fixed assets	96	133
Total deferred tax liabilities	96	133
Valuation allowance	(15,366)	(24,544)
Total	<u>\$ —</u>	<u>\$ —</u>

The net increase in the valuation allowance was \$2.6 million and \$9.2 million in 2017 and 2018, respectively.

At December 31, 2018, the Company has federal and state net operating loss carryforwards of \$46.5 million and \$14.9 million, respectively, which begin to expire in 2030 and \$36.8 million of federal net operating loss carryforwards which do not expire but are subject to the 80% taxable income limitation. Additionally, the Company had federal tax credits totaling \$1.9 million and \$3.2 million at December 31, 2017 and 2018, respectively, and state tax credits totaling \$1.8 million and \$2.9 million, at December 31, 2017 and 2018, respectively. The federal tax credits begin to expire in 2032. The state tax credits may be carried forward indefinitely.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**11. Income Taxes (Continued)**

Section 382 of the Internal Revenue Code of 1986, as amended (the Code), limits the use of net operating losses and income tax credit carryforwards in certain situations where changes occur in stock ownership of a company. If the Company should have an ownership change of more than 50% of the value of the Company's capital stock, utilization of the carryforwards could be restricted.

The Company files income tax returns in the U.S. federal jurisdiction, various state jurisdictions and Singapore. The U.S. federal and state tax years from 2010 to 2018 remain open to examination due to the carryover of unused net operating loss carryforwards and tax credits.

In December 2017, the 2017 Tax Cuts and Jobs Act (2017 Tax Act) was enacted and includes a broad range of provisions, many of which differ significantly from those contained in previous U.S. tax law. Changes in tax law are accounted for in the period of enactment. As such, the Company's financial statements as of December 31, 2017 reflect the impact of this 2017 Tax Act, which primarily consisted of measuring the Company's deferred tax assets and valuation allowance using the newly enacted U.S. corporate tax rate. As a result, at December 31, 2017, the Company recognized a tax expense of \$6.8 million from revaluing U.S. net deferred tax assets which was offset by a corresponding change in the Company's valuation allowance.

In January 2018, the FASB released guidance on the accounting for tax on the global intangible low-taxed income (GILTI) provisions of the 2017 Tax Act. The GILTI provisions subject certain U.S. entities to current tax on GILTI earned by certain foreign subsidiaries. The Company has considered these new provisions as they are effective for tax years starting after December 31, 2017 and determined that none will likely apply for the year ended December 31, 2018.

**12. 401(k) Plan**

The Company has a 401(k) plan that qualifies as a deferred compensation arrangement under Section 401 of the Code. Eligible employees may elect to defer a portion of their pretax earnings subject to certain statutory limits. The Company has not made any matching contributions to date.

**13. Related Party Transactions**

The Company recorded other income of \$1.0 million and \$892,000 under service contracts with a stockholder of the Company in 2017 and 2018, respectively. The Company had a receivable from the stockholder at December 31, 2017 and 2018 of \$7,000 and \$89,000, respectively.

The Company paid intellectual property related legal fees of \$487,000 and \$1.1 million in 2017 and 2018, respectively, to a related party. The Company owed \$70,000 and \$134,000 to the related party at December 31, 2017 and 2018, respectively.

The Company paid legal fees of \$407,000 and \$541,000 in 2017 and 2018, respectively, to a related party. The Company owed \$79,000 and \$40,000 to the related party at December 31, 2017 and 2018, respectively.

The Company recorded research and development expense of \$400,000 and \$400,000 under consulting agreements with two members of the Company's board of directors in 2017 and 2018, respectively.

**Atreca, Inc.**  
**Notes to Consolidated Financial Statements (Continued)**

**14. Subsequent Events**

Subsequent events have been evaluated through the date referenced in the independent auditors' report.

In January 2019, the Company entered into a commercial lease agreement for an additional 33,000 square feet of office space. The 36-month lease commences March 1, 2019. The initial base rent is approximately \$181,000 per month and the total minimum rental commitment under this lease is approximately \$6.7 million.

**Atreca, Inc.**  
**Condensed Consolidated Balance Sheets**  
(in thousands, except share and per share data)

	<u>December 31,</u> <u>2018</u>	<u>March 31,</u> <u>2019</u>	<u>Pro Forma</u> <u>March 31,</u> <u>2019</u>
		(Unaudited)	(Unaudited)
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash and cash equivalents	\$ 114,504	\$ 26,319	
Investments	—	74,342	
Prepaid expenses and other current assets	2,721	3,291	
Total current assets	117,225	103,952	
Property and equipment, net	4,143	3,906	
Deposits and other	316	1,268	
Total assets	<u>\$ 121,684</u>	<u>\$ 109,126</u>	
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>			
<b>Current Liabilities</b>			
Accounts payable	\$ 1,307	\$ 2,099	\$ 2,099
Accrued expenses	3,008	2,162	2,162
Other current liabilities	200	425	425
Capital lease obligations, current portion	47	47	47
Total current liabilities	4,562	4,733	4,733
Capital lease obligations, net of current portion	100	88	88
Deferred rent	6	2	2
Preferred stock warrant liability	380	430	—
Total liabilities	<u>5,048</u>	<u>5,253</u>	<u>4,823</u>
<b>Commitments and contingencies (Note 8)</b>			
Series A convertible preferred stock, \$0.0001 par value, 32,133,287 shares authorized; 31,833,287 shares issued and outstanding (aggregate liquidation preference of \$58,892), no shares issued and outstanding, pro forma (unaudited)	55,029	55,029	—
Series B convertible preferred stock, \$0.0001 par value, 18,008,749 shares authorized; 18,008,749 shares issued and outstanding (aggregate liquidation preference of \$35,000), no shares issued and outstanding, pro forma (unaudited)	34,333	34,333	—
Series C1 convertible preferred stock, \$0.0001 par value, 54,184,549 shares authorized; 30,042,910 shares issued and outstanding (aggregate liquidation preference of \$70,000), no shares issued and outstanding, pro forma (unaudited)	65,691	65,691	—
Series C2 convertible preferred stock, \$0.0001 par value, 23,605,150 shares authorized; 23,605,150 shares issued and outstanding (aggregate liquidation preference of \$55,000), no shares issued and outstanding, pro forma (unaudited)	54,615	54,615	—
<b>Stockholders' equity</b>			
Class A common stock, \$0.0001 par value, 191,398,492 shares authorized; 12,719,411 and 12,739,757 shares issued and outstanding at December 31, 2018 and March 31, 2019 (unaudited), respectively; 92,624,703 shares issued and outstanding, pro forma (unaudited)	1	1	9
Class B common stock, \$0.0001 par value, 23,605,150 shares authorized; none issued and outstanding; 23,605,150 shares issued and outstanding, pro forma (unaudited)	—	—	2
Additional paid-in capital	3,593	4,382	214,470
Accumulated other comprehensive loss	(4)	23	23
Accumulated deficit	(96,622)	(110,201)	(110,201)
Total stockholders' equity	(93,032)	(105,795)	104,303
Total liabilities and stockholders' equity	<u>\$ 121,684</u>	<u>\$ 109,126</u>	<u>\$ 109,126</u>

**Atreca, Inc.**  
**Condensed Consolidated Statements of Operations**  
(in thousands, except share and per share data)  
(unaudited)

	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2019</b>
Operating Expenses		
Research and development	\$ 6,643	\$ 11,713
General and administrative	1,300	2,518
Total operating expenses	7,943	14,231
Operating loss	(7,943)	(14,231)
Interest and other income (expense)		
Other income	213	165
Interest income	56	545
Interest expense	(2)	(2)
Preferred stock warrant liability revaluation	20	(50)
Loss on disposal of property and equipment	—	(5)
Loss before income tax expense	(7,656)	(13,578)
Income tax expense	—	(1)
Net loss	\$ (7,656)	\$ (13,579)
Net loss per share, basic and diluted	\$ (0.61)	\$ (1.07)
Weighted-average shares used in computing net loss per share, basic and diluted	12,560,479	12,725,551
Pro forma net loss per shares, basic and diluted (unaudited)		\$ (0.12)
Weighted-average shares used in computing pro forma net loss per share, basic and diluted (unaudited)		116,215,647

**Atreca, Inc.**  
**Condensed Consolidated Statements of Comprehensive Loss**  
**(in thousands)**  
**(unaudited)**

	Three Months Ended March 31,	
	2018	2019
Net loss	\$ (7,656)	\$ (13,579)
Other comprehensive income (loss);		
Unrealized gain on fair value of investments	5	28
Unrealized loss on currency translation	(7)	(1)
Comprehensive loss	<u>\$ (7,658)</u>	<u>\$ (13,552)</u>



**Atreca, Inc.**  
**Condensed Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit**  
(in thousands, except share data)  
(unaudited)

	Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balances at December 31, 2017	49,842,036	\$ 89,362	12,552,359	\$ 1	\$ 2,129	(14)	\$ (58,682)	\$ (56,566)
Issuance of common stock upon exercise of options	—	—	8,598	—	—	—	—	—
Stock-based compensation	—	—	—	—	113	—	—	113
Unrealized gain on fair value of investments	—	—	—	—	—	5	—	5
Unrealized currency exchange loss	—	—	—	—	—	(7)	—	(7)
Net loss	—	—	—	—	—	—	(7,656)	(7,656)
Balances at March 31, 2018	<u>49,842,036</u>	<u>\$ 89,362</u>	<u>12,560,957</u>	<u>\$ 1</u>	<u>\$ 2,242</u>	<u>(16)</u>	<u>\$ (66,338)</u>	<u>\$ (64,111)</u>
Balances at December 31, 2018	103,490,096	\$209,668	12,719,411	\$ 1	\$ 3,593	(4)	\$ (96,622)	\$ (93,032)
Issuance of common stock upon exercise of options	—	—	20,346	—	13	—	—	13
Stock-based compensation	—	—	—	—	776	—	—	776
Unrealized gain on fair value of investments	—	—	—	—	—	28	—	28
Unrealized currency exchange loss	—	—	—	—	—	(1)	—	(1)
Net loss	—	—	—	—	—	—	(13,579)	(13,579)
Balances at March 31, 2019	<u>103,490,096</u>	<u>\$209,668</u>	<u>12,739,757</u>	<u>\$ 1</u>	<u>\$ 4,382</u>	<u>23</u>	<u>\$ (110,201)</u>	<u>\$ (105,795)</u>

**Atreca, Inc.**  
**Condensed Consolidated Statements of Cash Flows**  
(in thousands)  
(unaudited)

	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2019</b>
<b>Cash Flows from Operating Activities</b>		
Net loss	\$ (7,656)	\$ (13,579)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	326	397
Loss on disposal of property and equipment	—	5
Stock-based compensation	113	776
Preferred stock warrant liability revaluation	(20)	50
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	(122)	(562)
Accounts payable	249	716
Accrued expenses	(1,013)	(993)
Other current liabilities	—	225
Deferred rent	26	(12)
Net cash used in operating activities	<u>(8,097)</u>	<u>(12,977)</u>
<b>Cash Flows from Investing Activities</b>		
Purchase of property and equipment	(152)	(166)
Purchase of investments	—	(74,314)
Proceeds from maturities of investments	7,445	—
Change in deposits	1	52
Net cash provided by (used in) investing activities	<u>7,294</u>	<u>(74,428)</u>
<b>Cash Flows from Financing Activities</b>		
Proceeds from exercise of stock options	—	13
Principal payments on capital lease obligations	(12)	(12)
Payments of deferred offering costs	—	(57)
Net cash used in financing activities	<u>(12)</u>	<u>(56)</u>
Net change in cash, cash equivalents and restricted cash	(815)	(87,461)
Cash, cash equivalents and restricted cash, beginning of period	8,242	114,504
Cash, cash equivalents and restricted cash, end of period	<u>\$ 7,427</u>	<u>\$ 27,043</u>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Cash paid for interest	<u>\$ 2</u>	<u>\$ 2</u>
Cash paid for income taxes	<u>\$ —</u>	<u>\$ 1</u>
<b>Supplemental Schedule of Non-Cash Investing and Financing Activities</b>		
Deferred offering costs included in accounts payable and accrued expenses	<u>\$ —</u>	<u>\$ 223</u>

## Notes to Unaudited Interim Condensed Consolidated Financial Statements

### 1. Nature of Business and Management's Plans Regarding Financing of Future Operations

#### Nature of Business

Atreca, Inc. (the Company) was incorporated in the State of Delaware on June 11, 2010 (inception date), and is located in Redwood City, California. In April 2016, the Company formed a wholly owned subsidiary, Atreca Pte. Ltd., in Singapore. The Company is a biopharmaceutical company utilizing its differentiated platform to discover and develop novel antibody-based immunotherapeutics to treat a range of solid tumor types. The Company's lead product candidate, ATRC-101, is a monoclonal antibody in preclinical development with a novel mechanism of action and target derived from an antibody identified using its discovery platform. The Company operates in a single segment. Since inception, the Company has been primarily engaged in research and development, raising capital, building its management team and building its intellectual property portfolio.

#### Liquidity

Management evaluates whether there are relevant conditions and events that in the aggregate raise substantial doubt about the entity's ability to continue as a going concern and to meet its obligations as they become due within one year from the date that the financial statements are issued.

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, dependence on key personnel, protection of proprietary technology, compliance with government regulations and the ability to secure additional capital to fund operations. Identification and development of product candidates will require significant additional research and development efforts, including extensive preclinical and clinical testing and regulatory approval prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel and infrastructure and extensive compliance-reporting capabilities. Even if the Company's drug development efforts are successful, it is uncertain when, if ever, the Company will realize significant revenue from product sales.

### 2. Summary of Significant Accounting Policies

#### *Principles of Consolidation*

The condensed consolidated financial statements include accounts of the Company and its wholly owned subsidiary. All significant intercompany accounts and transactions are eliminated upon consolidation.

#### *Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and reported amounts of income and expenses in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Key estimates in the consolidated financial statements include estimated useful lives of property and equipment, impairment of long-lived assets, accrued expenses, valuation of deferred income tax assets, fair value of warrants issued to purchasers of shares of preferred stock and common stock and fair value of options granted under the Company's stock option plan.

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 2. Summary of Significant Accounting Policies (Continued)

#### *Unaudited Interim Condensed Financial Statements*

The accompanying condensed consolidated financial statements are unaudited. The unaudited interim condensed financial statements have been prepared on the same basis as the annual consolidated financial statements and reflect, in the opinion of management, all adjustments of a normal and recurring nature that are necessary for the fair statement of the Company's financial position as of March 31, 2019 and its results of operations and cash flows for the three months ended March 31, 2018 and 2019. The financial data and the other financial information contained in these notes to the condensed consolidated financial statements related to the three-month periods are also unaudited. The condensed results of operations for the three months ended March 31, 2019 are not necessarily indicative of the results to be expected for the year ending December 31, 2019 or for any other future annual or interim period. The condensed consolidated balance sheet as of December 31, 2018 included herein was derived from the audited consolidated financial statements as of that date. These interim condensed financial statements should be read in conjunction with the Company's audited consolidated financial statements included elsewhere in this prospectus.

#### *Other Income*

Other income is comprised of amounts earned from services performed under service agreements. Beginning January 1, 2018, the Company follows the provisions of Accounting Standards Update 2014-09 Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers (Topic 606)*. The guidance provides a unified model to determine how income is recognized.

In determining the appropriate amount of other income to be recognized as it fulfills its obligations under the agreements, the Company performs the following steps: (i) identifies the promised goods or services in the contract; (ii) determines whether the promised goods or services are performance obligations including whether they are distinct in the context of the contract; (iii) measures the transaction price, including the constraint on variable consideration; (iv) allocates the transaction price to the performance obligations based on estimated selling prices; and (v) recognizes other income when (or as) the Company satisfies each performance obligation.

Upon adoption of Topic 606, there was no change to the units of accounting previously identified with respect to existing service agreements under legacy Generally Accepted Accounting Principles (GAAP), which are now considered performance obligations under Topic 606, and there was no change to the revenue recognition pattern for the performance obligations. Accordingly, the adoption of the new standard resulted in no cumulative effect change to the Company's opening accumulated deficit balance.

The Company generally allocates the transaction price to distinct performance obligations at their stand-alone selling prices, determined by their estimated costs plus some margin. Performance obligations are generally delivered over time and recognized based upon observable inputs as the related research services are performed, which are recorded as research and development expenses. Amounts due under service agreements are generally billed monthly as services are delivered and do not generally result in contract liabilities or assets. Receivables under service agreements of \$282,000 and \$361,000 are included in prepaid expenses and other current assets as of December 31, 2018 and March 31, 2019, respectively. Contract liabilities of \$200,000 and

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 2. Summary of Significant Accounting Policies (Continued)

\$425,000 are included in other current liabilities as of December 31, 2018 and March 31, 2019, respectively.

#### *Collaboration and Service Arrangements*

In March 2016, the Company entered into a research collaboration agreement with Genome Institute of Singapore (GIS) for the development of a high-throughput microfluidic droplet system for single cell phenotyping and genotyping. Under the agreement, the Company contributes reimbursement of research expenses and certain reagents and other consumables to GIS. The Company accounts for the collaboration agreement with GIS in accordance with ASC 808—*Collaborative Arrangements*. The Company recognized \$19,000 and \$36,000 of research and development expenses for the three months ended March 31, 2018 and 2019, respectively, under the collaboration agreement, including wind-down costs. The Company exercised its right to early terminate the collaboration agreement in December 2018.

The Company provides antibody sequencing and related repertoire analysis services to the Bill and Melinda Gates Foundation under a services agreement entered into in February 2013. Generally, services are billed as they are delivered, and service revenue is recognized in other income in accordance with Topic 606.

In December 2018, the Company entered into a service agreement with Bristol-Myers Squibb to provide antibody sequencing and related repertoire analysis services. As of March 31, 2019, services provided under the agreement were not material. Service revenue will be recognized in other income in accordance with Topic 606.

#### *Unaudited Pro Forma Financial Information*

The unaudited pro forma balance sheet information as of March 31, 2019, assumes the conversion of all outstanding shares of convertible preferred stock into 103,490,096 shares of the Company's common stock immediately prior to completion of the Company's planned initial public offering (IPO). Shares of common stock issued in the IPO and any related net proceeds are excluded from the pro forma information.

Unaudited pro forma net loss per share is computed using the weighted-average number of common shares outstanding after giving effect to the conversion of all convertible preferred stock into shares of common stock, as if such conversion had occurred at the beginning of the period presented, or the date of original issuance, if later. The conversion of convertible preferred stock has been reflected assuming shares of convertible preferred stock convert into shares of fully paid common stock at the applicable conversion ratios.

#### *Cash, Cash Equivalents and Restricted Cash*

Cash and cash equivalents include all cash balances and highly liquid investments purchased with an original maturity of three months or less.

The Company maintained restricted cash of zero and \$724,000 as of December 31, 2018 and March 31, 2019, respectively. This amount as of March 31, 2019 is included in deposits and other in the accompanying condensed consolidated balance sheets and is comprised solely of a letter of

**Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)****2. Summary of Significant Accounting Policies (Continued)**

credit required pursuant a lease for Company facilities entered into in January 2019 as discussed in Note 8.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the condensed consolidated balance sheets that sum to the total of the same amounts shown in the condensed consolidated statements of cash flows.

	<u>December 31,</u> <u>2018</u>	<u>March 31,</u> <u>2019</u>
Cash and cash equivalents	\$ 114,504	\$ 26,319
Restricted cash	—	724
Cash, cash equivalents and restricted cash shown in the condensed consolidated statements of cash flows	<u>\$ 114,504</u>	<u>\$ 27,043</u>

*Investments*

The Company considers securities purchased with original maturities greater than three months to be investments. The Company's policy is to protect the value of its investment portfolio and minimize principal risk by earning returns based on current interest rates. The Company's intent is to convert all investments into cash to be used for operations and has classified them as available for sale. For purposes of determining realized gains and losses, the cost of securities sold is based on specific identification. There were no realized gains or losses on investments through March 31, 2019. Net unrealized holding losses on investments, which are included in accumulated other comprehensive loss, were \$0 and \$28,000 at December 31, 2018 and March 31, 2019, respectively. The Company's investments at March 31, 2019 consisted primarily of U.S. Treasury securities that are reported at fair value based on quoted prices in active markets.

*Risks and Uncertainties*

The Company is subject to a number of risks associated with companies at a similar stage, including dependence on key individuals, competition from similar services and larger companies, volatility of the industry, ability to obtain regulatory clearance, ability to obtain adequate financing to support growth, the ability to attract and retain additional qualified personnel to manage the anticipated growth of the Company and general economic conditions.

*Concentration of Credit Risk*

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash, cash equivalents, investments and other receivables. Cash and cash equivalents are held at one financial institution and were in excess of the Federal Deposit Insurance Corporation insurable limit at December 31, 2018 and March 31, 2019. Additionally, cash and cash equivalents and investments are maintained at a brokerage firm for which amounts are insured by the Securities Investor Protection Corporation subject to legal limits. The Company has not experienced any losses on its deposits to date.

The Company does not require collateral or other security for other receivables; however, credit risk is mitigated by the Company's ongoing evaluations of its debtors' credit worthiness.

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 2. Summary of Significant Accounting Policies (Continued)

#### *Property and Equipment*

Property and equipment are stated at cost less depreciation. Depreciation is computed using the straight-line method with the estimated useful lives of the assets ranging from two to five years. Leasehold improvements are amortized over the estimated useful life of the asset, or the remaining lease term, whichever is shorter. Expenditures for repairs and maintenance, which do not extend the useful life of the property and equipment, are expensed as incurred.

#### *Accounting for Impairment of Long-Lived Assets*

Long-lived assets consist of property and equipment. The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets held and used is measured by comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. The Company has not recorded any impairment of long-lived assets for the three months ended March 31, 2018 or 2019.

#### *Intellectual Property*

The legal and professional costs incurred by the Company to maintain its patent rights have been expensed as part of research and development costs since inception. As of December 31, 2018, and March 31, 2019, the Company has determined that these expenses have not met the criteria to be capitalized. Intellectual property-related expenses for the three months ended March 31, 2018 and 2019 were \$296,000 and \$464,000, respectively.

#### *Deferred Rent*

The Company has entered into lease agreements for its laboratory and office facilities. These leases qualify as and are accounted for as operating leases. Rent expense is recognized on a straight-line basis over the term of the lease and, accordingly, the Company records the difference between cash rent payments and the recognition of rent expense as a deferred rent liability.

#### *Research and Development Costs*

Research and development costs are expensed as incurred. Research and development costs consist primarily of salaries and benefits, consultant fees, stock-based compensation, certain facility costs, legal costs and other costs associated with preclinical development.

A substantial portion of the Company's ongoing research and development activities are conducted by third-party service providers in connection with preclinical development activities and contract manufacturing organizations in connection with the production of materials for clinical trials. At the end of the reporting period, the Company compares payments made to third-party service providers to the estimated progress toward completion of the research or development objectives. Such estimates are subject to change as additional information becomes available. Depending on the timing of payments to the service providers and the progress that the Company estimates has been made as a result of the service provided, the Company may record net prepaid or accrued expense relating to these costs.

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 2. Summary of Significant Accounting Policies (Continued)

#### *Stock-Based Compensation*

The Company generally grants stock options to its employees for a fixed number of shares with an exercise price equal to the fair value of the underlying shares at the date of grant. The Company accounts for stock option grants using the fair value method. The fair value of options is calculated using the Black-Scholes option pricing model. Stock-based compensation is recognized as the underlying options vest using the straight-line attribution approach, and forfeitures are recorded as they occur.

Beginning January 1, 2018, the Company follows the provisions of ASU 2018-07, *Improvements to Nonemployee Share-Based Payment Accounting* (Topic 718). The standard expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. Consequently, the accounting for share-based payments to nonemployees and employees is substantially aligned.

#### *Preferred Stock Warrant Liability*

The Company accounts for outstanding warrants to purchase shares of the Company's convertible preferred stock in accordance with Financial Accounting Standards Board (FASB) ASC Topic 480, *Distinguishing Liabilities from Equity* (ASC Topic 480). Under ASC Topic 480, freestanding warrants for shares that are contingently redeemable are classified as liabilities on the consolidated balance sheets and are measured at their inception date fair value and subsequently re-measured to fair value at each reporting period.

#### *Fair Value of Financial Instruments:*

The Company uses a three-level hierarchy, which prioritizes, within the measurement of fair value, the use of market-based information over entity-specific information for fair value measurements based on the nature of inputs used in the valuation of an asset or liability as of the measurement date. Fair value focuses on an exit price and is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The inputs or methodology used for valuing financial instruments are not necessarily an indication of the risk associated with those financial instruments.

The three-level hierarchy for fair value measurements is defined as follows:

- Level 1:** Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2:** Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3:** Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

An asset or liability's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.



## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 2. Summary of Significant Accounting Policies (Continued)

#### Net Loss Per Share

The Company computes basic loss per share by dividing the net loss available to common stockholders by the weighted average number of common shares outstanding for the period, without consideration for common stock equivalents. Diluted net loss assumes the conversion, exercise or issuance of all potential common stock equivalents, unless the effect of inclusion would be anti-dilutive. For purposes of this calculation, common stock equivalents include the Company's stock options, common stock warrants, convertible preferred stock warrants and convertible preferred stock, which are convertible into shares of the Company's common stock. No shares related to the convertible preferred stock were included in the diluted net loss calculation for the three months ended March 31, 2018 or 2019 because the inclusion of such shares would have had an anti-dilutive effect. The shares to be issued upon exercise of certain outstanding stock options were also excluded from the diluted net loss calculation for the three months ended March 31, 2018 and 2019 because such shares are anti-dilutive.

Historical outstanding anti-dilutive securities not included in the diluted net loss per share calculation include the following:

	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2019</b>
Convertible preferred stock (as converted)	49,842,036	103,490,096
Common stock options	3,479,494	15,528,475
Common stock warrants	377,620	377,620
Convertible preferred stock warrants	300,000	300,000
	<u>53,999,150</u>	<u>119,696,191</u>

#### Unaudited Pro Forma Net Loss Per Share

The following table summarizes the Company's unaudited pro forma net loss per share (in thousands, except share and per share data):

	<b>Three Months Ended March 31, 2019</b>
<b>Numerator:</b>	
Net loss attributable to common stockholders	\$ 13,579
<b>Denominator:</b>	
Shares used to compute net loss per share, basic and diluted	12,725,551
Pro forma adjustments to reflect assumed weighted-average effect of conversion of convertible preferred stock	103,490,096
Shares used to compute pro forma net loss per share, basic and diluted	116,215,647
Pro forma net loss per share, basic and diluted	<u>\$ (0.12)</u>

**Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)****2. Summary of Significant Accounting Policies (Continued)***Foreign Currency*

The U.S. dollar is the functional currency of the Company and the functional currency of its subsidiary is Singapore dollars. For consolidation purposes, assets and liabilities of its subsidiary are translated into U.S. dollars at exchange rates in effect at the balance sheet date. Revenue and expenses are translated at average exchange rates in effect during the period. Gains and losses from transactions denominated in foreign currency are included in the accumulated other comprehensive loss component of stockholders' equity. Translation adjustments are not included in earnings unless they are realized through a sale or upon a complete or substantially complete liquidation of the Company's net investment in its foreign operations.

*Recent Accounting Pronouncements*

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which modifies the accounting by lessees for all leases with a term greater than 12 months. This standard will require lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases. Topic 842 is effective for the Company as of January 1, 2020. Early adoption is permitted. The Company's most significant lease is its operating lease for its corporate headquarters, and, while the Company has not yet estimated the amounts by which its financial statements will be affected by the adoption of this guidance, it expects that the overall recognition of expense will be similar to current guidance, but that there will be a significant change in the balance sheet due to the recognition of right of use assets and the corresponding lease liabilities.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* (Topic 230). The standard clarifies how certain cash receipts and cash payments will be presented and classified in the statement of cash flows. Topic 230 is effective for the Company as of January 1, 2019. The adoption of this update had no material effect on the Company's consolidated financial statements.

**3. Fair Value of Financial Instruments**

The Company's financial assets and liabilities subject to fair value measurements on a recurring basis and the level of inputs used for such measurements were as follows:

	December 31, 2018			
	Level 1	Level 2	Level 3	Total
<b>Assets</b>				
Money market funds	\$ 109,630	\$ —	\$ —	\$ 109,630
Total	<u>\$ 109,630</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 109,630</u>
<b>Liabilities</b>				
Warrant liability	\$ —	\$ —	\$ 380	\$ 380
Total	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 380</u>	<u>\$ 380</u>

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 3. Fair Value of Financial Instruments (Continued)

Assets	March 31, 2019			
	Level 1	Level 2	Level 3	Total
Money market funds	\$ 8,554	\$ —	\$ —	\$ 8,554
U.S. Treasury securities	—	74,342	—	74,342
Total	\$ 8,554	\$ 74,342	\$ —	\$ 82,896
<b>Liabilities</b>				
Warrant liability	\$ —	\$ —	\$ 430	\$ 430
Total	\$ —	\$ —	\$ 430	\$ 430

The fair value of the warrants were calculated using the Black-Scholes option pricing model and is revalued to fair value at the end of each reporting period until the earlier of the exercise or expiration of the warrants. The liability was valued using the following assumptions:

	December 31, 2018	March 31, 2019
Exercise price(1)	\$ 2.41	\$ 2.41
Stock price(2)	\$ 2.20	\$ 2.49
Time to maturity (in years)	3.64	3.39
Volatility(3)	83.7%	82.3%
Risk-free interest rate(4)	2.50%	2.21%
Expected dividend	\$ —	\$ —

- (1) Based upon terms provided in the warrant agreement.
- (2) Based upon an independently prepared valuation as of December 31, 2018. The Company considered the independently prepared valuation as of December 31, 2018 and estimated offering price in an IPO in determining the estimated fair value as of March 31, 2018.
- (3) Based upon the historical daily volatility of a group of peer public company closing prices.
- (4) Based upon interest rate for U.S. Treasury Bonds, as published by the U.S. Federal Reserve.

### 4. Cash, Cash Equivalents and Investments

The fair value and the amortized cost of cash, cash equivalents and available-for-sale investments by major security type consist of the following (in thousands):

Cash, cash equivalents and investments	As of December 31, 2018			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Cash and money market funds	\$ 114,504	\$ —	\$ —	\$ 114,504
Total	114,504	—	—	114,504
Less amounts classified as cash and cash equivalents	(114,504)	—	—	(114,504)
Total available-for-sale investments	\$ —	\$ —	\$ —	\$ —

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 4. Cash, Cash Equivalents and Investments (Continued)

	As of March 31, 2019			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
<b>Cash, cash equivalents and investments</b>				
Cash and money market funds	\$ 26,319	\$ —	\$ —	\$ 26,319
U.S. Treasury securities	74,314	28	—	74,342
<b>Total</b>	<b>100,633</b>	<b>28</b>	<b>—</b>	<b>100,661</b>
Less amounts classified as cash and cash equivalents	(26,319)	—	—	(26,319)
<b>Total available-for-sale investments</b>	<b>\$ 74,314</b>	<b>\$ 28</b>	<b>\$ —</b>	<b>\$ 74,342</b>

### 5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following (in thousands):

	December 31, 2018	March 31, 2019
Vendor prepayments and deposits	\$ 2,045	\$ 2,243
Prepaid rent	394	687
Non-trade receivables	282	361
	<b>\$ 2,721</b>	<b>\$ 3,291</b>

### 6. Property and Equipment, net

Property and equipment consists of the following (in thousands):

	December 31, 2018	March 31, 2019
Laboratory equipment	\$ 7,561	\$ 7,678
Furniture and fixtures	386	389
Computer hardware and software	580	617
Leasehold improvements	236	236
	<b>8,763</b>	<b>8,920</b>
Less accumulated depreciation and amortization	(4,620)	(5,014)
	<b>\$ 4,143</b>	<b>\$ 3,906</b>

Depreciation expense was \$326,000 and \$397,000 for the three months ended March 31, 2018 and 2019, respectively.

The net book value of property and equipment under capital leases was \$142,000 and \$129,000 at December 31, 2018 and March 31, 2019, respectively.

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 7. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	December 31, 2018	March 31, 2019
Compensation and related benefits	\$ 2,568	\$ 1,224
Professional fees	183	360
Contract research fees	43	278
Other	214	300
Total accrued expenses	<u>\$ 3,008</u>	<u>\$ 2,162</u>

### 8. Commitments and Contingencies

#### Leases

The Company leases its office facilities under non-cancellable operating lease agreements that expire at various dates through April 2022. Under the terms of the leases, the Company is responsible for certain insurance, property taxes and maintenance expenses. The office facilities lease agreements contain scheduled increases over the lease term. The related rent expense is calculated on a straight-line basis with the difference recorded as deferred rent. Rent expense was \$313,000 and \$385,000 for the three months ended March 31, 2018 and 2019, respectively.

The Company leases certain property and equipment under capital leases. In 2017, the Company financed purchases of \$226,000 under a capital lease agreement. Outstanding amounts under the capital lease agreements are generally secured by liens on the related property and equipment.

Future minimum lease payments under non-cancelable operating and capital lease agreements consist of the following at December 31, 2018 (in thousands):

	Capital Leases	Operating Leases
Years ending December 31:		
2019 (remaining 9 months)	\$ 39	\$ 2,628
2020	51	2,436
2021	51	2,310
2022	4	504
Total minimum lease payments	145	<u>\$ 7,878</u>
Less: amount representing interest	(10)	
Present value of capital lease obligation	135	
Less: current portion	(47)	
Non-current portion	<u>\$ 88</u>	

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 8. Commitments and Contingencies (Continued)

#### *Litigation*

The Company is not aware of any asserted or unasserted claims against it where it believes that an unfavorable resolution would have an adverse material impact on the operations or financial position of the Company.

### 9. Capital Stock

#### *Convertible Preferred Stock*

The classes of preferred stock the Company was authorized to issue, and the amounts issued and outstanding as of December 31, 2018 and March 31, 2019 were as follows:

	Par Value	Authorized	Issued & Outstanding
Series A	\$ 0.0001	32,133,287	31,833,287
Series B	\$ 0.0001	18,008,749	18,008,749
Series C1	\$ 0.0001	54,184,549	30,042,910
Series C2	\$ 0.0001	23,605,150	23,605,150

The rights, preferences, privileges and restrictions relating to Series A, Series B, Series C1 and Series C2 (together, the Series Preferred) are as set forth below:

#### *Dividends*

The holders of the Series Preferred are entitled to receive non-cumulative dividends prior to and in preference to any declaration or payment of dividends on common stock. In the event dividends are paid on any share of common stock, the Company will also pay a dividend on all outstanding shares of preferred stock in a per share amount equal to the amount paid or set aside for each share of common stock, on an as if converted to common stock basis. No dividends have been declared or paid as of March 31, 2019.

#### *Voting*

The holders of the Series Preferred are entitled to voting rights equal to the number of shares of common stock into which each share of preferred stock could be converted, except that Series C2 is not entitled to vote on the election of directors at any time.

The holders of Class A common stock, voting as a separate class, are entitled to elect three members of the Board of Directors. The remaining members of the Company's board of directors will be elected by the holders of the Series Preferred, except Series C2, and Class A common stock, voting together as a single class and on an as-converted basis.

#### *Liquidation*

In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series Preferred are entitled to be paid, out of the available funds and assets, and prior and in preference to any payment or distribution of any such funds on any shares of common stock, an amount per share equal to the original issue price for the Series Preferred, plus all accrued and declared but unpaid dividends. The original per share issue price is equal to \$1.85 for Series A, \$1.9435 for Series B and \$2.33 for Series C1 and Series C2. If assets are

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 9. Capital Stock (Continued)

insufficient to permit such payment, payment will be distributed ratably among the holders of outstanding preferred stock in proportion to the amount owned by each holder. After the liquidation preference of the holders of the Series Preferred has been satisfied, the remaining assets of the Company will be distributed ratably among the holders of outstanding common stock in proportion to the amount owned by each holder.

#### *Conversion*

Each share of Series Preferred is convertible into shares of Class A common stock, at the option of the holder, at any time after the date of issuance, except that Series C2 is convertible into shares of Class B common stock. Each share of Series Preferred automatically converts into the number of shares of common stock determined in accordance with the conversion rate upon the earlier of (i) the date specified by election of the holders of a majority of the shares of Series Preferred or (ii) the closing of a public offering of common stock resulting in aggregate gross proceeds of at least \$75,000,000 and having a price per share to the public of at least \$2.9125 adjusted for splits, recapitalizations and the like. At March 31, 2019, the conversion price for each share of Series A is \$1.85, Series B is \$1.9435 and Series C1 and Series C2 is \$2.33.

The Company recorded all convertible preferred stock issuances at fair value on the dates of issuance. The Company classifies the convertible preferred stock outside of stockholders' deficit in temporary equity because the shares contain contingent liquidation features that are not solely within its control. The Company has elected not to adjust the carrying values of the convertible preferred stock to the deemed redemption values of such shares since a liquidation event was not probable. Subsequent adjustments to increase the carrying values to the ultimate redemption values will be made only when it becomes probable that such a liquidation event will occur.

#### *Redemption*

The Series Preferred is not redeemable at the option of the holder.

#### *Protective Provisions*

The holders of Series Preferred have certain protective provisions. As long as at least 12,500,000 shares of Series Preferred remain outstanding, the Company cannot, without the approval of at least two-thirds of the holders of Series Preferred, take any action that (i) adversely changes the rights, preferences or privileges of Series Preferred; (ii) increases or decreases the authorized number of shares of preferred stock; (iii) creates or authorizes any capital stock having the rights, preferences or privileges senior or on a parity with preferred stock; (iv) results in redemption, repurchase, payment or declaration of dividends or other distributions with respect to shares of preferred stock or common stock other than permitted repurchases and dividends; (v) consummates a liquidation, dissolution or winding up of the Company; (vi) increases or decreases the authorized members of the Company's board of directors; (vii) sells, assigns, licenses, pledges or encumbers the intellectual property of the Company; or (viii) enters into any inbound license or acquisition by merger or asset transfer or similar corporate strategic relationship, in each case involving the Company's assets having a value (as determined by the Company's board of directors in good faith) greater than \$500,000.

As long as at least 4,500,000 Series B remain outstanding, the Company cannot, without the approval of at least two-thirds of the holders of Series B, take any action that (i) adversely changes

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 9. Capital Stock (Continued)

the rights, preferences or privileges of Series B; or (ii) increases or decreases the authorized number of shares of Series B.

As long as at least 10,000,000 Series C1 and Series C2 remain outstanding, the Company cannot, without the approval of at least two-thirds of the holders of Series C1 and Series C2, take any action that (i) adversely changes the rights, preferences or privileges of Series C1 and Series C2; or (ii) increases or decreases the authorized number of shares of Series C1 and Series C2.

#### *Classification of Convertible Preferred Stock*

The deemed liquidation preference provisions of the convertible preferred stock are considered contingent redemption provisions that are not solely within the Company's control. Accordingly, the convertible preferred stock has been presented outside of permanent equity in the mezzanine section of the consolidated balance sheets.

#### *Convertible Preferred Stock Warrants*

In connection with the issuance of Series A in August 2015, the Company issued warrants to purchase an aggregate of 300,000 shares of Series A at \$2.41 per share. The warrants were immediately exercisable and expire, if not exercised, in August 2022. At issuance, the fair value of the warrants was determined to be \$382,765 using the Black-Scholes pricing model and was recorded as a Series A issuance cost and a preferred stock warrant liability (Note 2). The liability was valued using the following assumptions at issuance: expected life of 7 years, fair value of Series A of \$1.85 per share, risk-free interest rate of 1.79%, volatility of 80% and no expected dividends. At March 31, 2019, the warrants remain outstanding.

#### *Class A and Class B Common Stock*

In connection with the issuance of Series C1 and C2 in 2018, the Company authorized two classes of common stock, Class A and Class B common stock. Each holder of Class A common stock and Class B common stock is entitled to one vote per share, except that Class B common stock is not entitled to vote on the election of directors at any time. The holders of Class A common stock, voting as a separate class, are entitled to elect three members of the Company's board of directors. All shares of common stock outstanding as of the authorization of two classes of common stock in September 2018 became shares of Class A common stock. As of December 31, 2018 and March 31, 2019, the Company is authorized to issue 191,398,492 shares of Class A common stock and 23,605,150 of Class B common stock with a par value of \$0.0001 per share. As of March 31, 2019, the Company had 12,739,757 shares issued of Class A common stock outstanding.

In June 2012, the Company issued 711,207 shares of common stock to a founder of the Company through the 2010 Equity Incentive Plan (Note 10). The founder entered into a restricted stock purchase agreement with the Company, which allows the Company to repurchase the shares of common stock from the founder at the original issuance price if the founder ceases providing services to the Company. The Company's right to repurchase the stock lapses over 48 months. At December 31, 2018 and March 31, 2019, all shares of common stock were vested and no longer subject to repurchase.

The Company has also allowed certain option holders to exercise unvested options to purchase shares of common stock. Shares received from such early exercises are subject to a right of



**Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)****9. Capital Stock (Continued)**

repurchase at the issuance price. The Company's repurchase right lapses over the same period the options vest. In June 2017, the Company repurchased 102,160 unvested shares at \$0.07 per share from a terminated option holder. At December 31, 2018, 3,952 shares at a weighted-average price of \$0.11 per share were subject to repurchase. At December 31, 2018, the proceeds received for unvested shares of common stock subject to repurchase of \$435 were recorded within accrued expenses. There were no shares subject to repurchase at March 31, 2019.

*Common Stock Warrant*

In connection with the issuance of Series A in August 2015, the Company issued a warrant to purchase an aggregate of 377,620 shares of common stock at \$0.0001 per share. The warrant was immediately exercisable and expires, if not exercised, in August 2025. At issuance, the fair value of the warrant was determined to be \$41,509, which was recorded as a Series A issuance cost and additional paid-in capital. At March 31, 2019, the warrant remains outstanding.

**10. Stock Option Plan**

In September 2010, the Company adopted the 2010 Equity Incentive Plan (the Plan) under which 21,240,685 shares of the Company's common stock have been reserved for issuance to employees, directors and consultants.

Under the Plan, the Company's board of directors may grant incentive stock options or non-statutory stock options. Incentive stock options may only be granted to Company employees. The exercise price of incentive stock options and non-statutory stock options will be no less than 100% of the fair value per share of the Company's common stock on the grant date. If an individual owns capital stock representing more than 10% of the outstanding shares, the price of each share will be at 110% of the fair value. Fair value is determined by the Company's board of directors. Options expire after ten years (five years for stockholders owning greater than 10% of all classes of stock). The Company's board of directors determines the period over which options vest and become exercisable. The Company has a repurchase option exercisable upon the voluntary or involuntary termination of the purchaser's employment with the Company for any reason. 18,630,016 shares of the Company's common stock are reserved for future issuance under the Plan as of March 31, 2019.

The Company recognized \$113,000 and \$776,000 of stock-based compensation expense related to options granted to employees and non-employees for the three months ended March 31, 2018 and 2019, respectively. The compensation expense is allocated on a departmental basis, based on the classification of the option holder as follows (in thousands):

	Three Months Ended March 31,	
	2018	2019
Research and development	\$ 77	\$ 419
General and administrative	36	357
	<u>\$ 113</u>	<u>\$ 776</u>

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 10. Stock Option Plan (Continued)

No income tax benefits have been recognized in the statements of operations for stock-based compensation arrangements and no stock-based compensation costs have been capitalized as property and equipment as of March 31, 2019.

Stock option activity under the Plan is as follows (in thousands, except share and per share data):

	Options Outstanding			
	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (years)	Aggregate Intrinsic Value
Balances, December 31, 2018	12,818,129	\$ 1.01	8.9	\$ 12,881
Granted	2,768,497	2.01		
Exercised	(20,346)	0.63		
Cancelled	(37,805)	1.60		
Balances, March 31, 2019	15,528,475	\$ 1.18	8.9	\$ 12,837
Vested and expected to vest at March 31, 2019	15,528,475	\$ 1.18	8.9	\$ 12,837
Exercisable at March 31, 2019	9,798,544	\$ 0.83	8.4	\$ 11,579
Vested at March 31, 2019	3,313,945	\$ 0.79	7.4	\$ 4,039

The weighted-average grant date fair value of options granted to employees and non-employees in the three months ended March 31, 2018 and 2019 was \$0.59 and \$1.41, respectively. The fair value of each option is estimated on the date of grant using the Black-Scholes option pricing model, assuming no expected dividends and the following weighted average assumptions:

	Three Months Ended March 31,	
	2018	2019
Expected life (in years)	5.96	6.02
Volatility	78.7%	80.8%
Risk-free interest rate	2.56%	2.46%

Expected volatility is based on volatilities of public companies operating in the Company's industry. The expected life of the options is estimated using the simplified method detailed in SEC Staff Accounting Bulletin No. 107. The simplified method calculates the expected term as the mid-point between the weighted-average time to vesting and the contractual maturity. The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant. The Company has elected to account for forfeitures as they occur, rather than estimate expected forfeitures.

Unrecognized estimated compensation expense totaled \$10.8 million related to non-vested stock options with a remaining requisite service period of 3.4 years.

## Notes to Unaudited Interim Condensed Consolidated Financial Statements (Continued)

### 11. 401(k) Plan

The Company has a 401(k) plan that qualifies as a deferred compensation arrangement under Section 401 of the Code. Eligible employees may elect to defer a portion of their pretax earnings subject to certain statutory limits. The Company has not made any matching contributions to date.

### 12. Related Party Transactions

The Company recorded other income of \$148,000 and \$165,000 under service contracts with a stockholder of the Company for the three months ended March 31, 2018 and 2019, respectively. The Company had a receivable from the stockholder at December 31, 2018 and March 31, 2019 of \$89,000 and \$20,000, respectively.

The Company paid intellectual property related legal fees of \$288,000 and \$381,000 for the three months ended March 31, 2018 and 2019, respectively, to a related party. The Company owed \$134,000 and \$394,000 to the related party at December 31, 2018 and March 31, 2019, respectively.

The Company paid legal fees of \$110,000 and \$370,000 for the three months ended March 31, 2018 and 2019, respectively, to a related party. The Company owed \$40,000 and \$349,000 to the related party at December 31, 2018 and March 31, 2019, respectively.

The Company recorded research and development expense of \$100,000 and \$106,000 under consulting agreements with two members of the Company's board of directors for the three months ended March 31, 2018 and 2019, respectively.

### 13. Subsequent Events

The Company has evaluated subsequent events that may require adjustments to or disclosure in the unaudited interim condensed consolidated financial statements through May 24, 2019, the date on which the unaudited interim condensed consolidated financial statements were available to be issued. The Company has concluded that no subsequent events have occurred that require disclosure.

**Shares**



**Class A Common Stock**

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**PROSPECTUS**

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**Cowen**

**Evercore ISI**

**Stifel**

**Canaccord Genuity**

**Brookline Capital Markets**

**, 2019**

Through and including , 2019 (the 25<sup>th</sup> day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

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**Part II****INFORMATION NOT REQUIRED IN PROSPECTUS****Item 13. Other Expenses of Issuance and Distribution.**

The following table indicates the expenses to be incurred in connection with the offering described in this registration statement, other than underwriting discounts and commissions, all of which will be paid by us. All amounts are estimated except the Securities and Exchange Commission registration fee, the Financial Industry Regulatory Authority, Inc., or FINRA, filing fee and the exchange listing fee.

	<u>Amount</u>
Securities and Exchange Commission registration fee	\$ 12,120
FINRA filing fee	15,500
Nasdaq listing fee	*
Accountants' fees and expenses	*
Legal fees and expenses	*
Blue Sky fees and expenses	*
Transfer Agent's fees and expenses	*
Printing and engraving expenses	*
Miscellaneous	*
Total expenses	<u>\$</u> *

\* To be provided by amendment.

**Item 14. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act. Our amended and restated certificate of incorporation that will be in effect on the completion of this offering permits indemnification of our directors, officers, employees and other agents to the maximum extent permitted by the Delaware General Corporation Law, and our amended and restated bylaws that will be in effect on the completion of this offering provide that we will indemnify our directors and officers and permit us to indemnify our employees and other agents, in each case to the maximum extent permitted by the Delaware General Corporation Law.

We have entered into indemnification agreements with our directors and officers, whereby we have agreed to indemnify our directors and officers to the fullest extent permitted by law, including indemnification against expenses and liabilities incurred in legal proceedings to which the director or officer was, or is threatened to be made, a party by reason of the fact that such director or officer is or was a director, officer, employee or agent of Atreca, Inc., provided that such director or officer acted in good faith and in a manner that the director or officer reasonably believed to be in, or not opposed to, the best interest of Atreca, Inc. At present, there is no pending litigation or proceeding involving a director or officer of Atreca, Inc. regarding which indemnification is sought, nor is the registrant aware of any threatened litigation that may result in claims for indemnification.

We maintain insurance policies that indemnify our directors and officers against various liabilities arising under the Securities Act and the Securities Exchange Act of 1934, as amended, that might be incurred by any director or officer in his capacity as such.

**Item 15. Recent Sales of Unregistered Securities.**

The following sets forth information regarding all unregistered securities sold since January 1, 2016.

***Sales of Preferred Stock***

- (1) In August 2017, we sold an aggregate of 18,008,749, shares of Series B preferred stock to a total of 71 accredited investors at a purchase price per share of \$1.9435 for an aggregate purchase price of \$35,000,003.97.
- (2) In September 2018, we sold an aggregate of 30,042,910, shares of Series C1 preferred stock to a total of 41 accredited investors at a purchase price per share of \$2.33 for an aggregate purchase price of \$69,999,980.30.
- (3) In September 2018, we sold an aggregate of 23,605,150, shares of Series C2 preferred stock to a total of 2 accredited investors at a purchase price per share of \$2.33 for an aggregate purchase price of \$54,999,999.50.

***Option and Common Stock Issuances***

- (1) From February 3, 2016 through May 23, 2019, we granted to certain employees, consultants and directors options to purchase an aggregate of 19,327,224 shares of Class A common stock under our 2010 Plan, at exercise prices ranging from \$0.76 to \$2.11 per share.
- (2) From January 29, 2016 through May 23, 2019, we issued and sold an aggregate of 755,031 shares of Class A common stock upon the exercise of options under our 2010 Plan at exercise prices ranging from \$0.01 to \$2.01, per share, for an aggregate exercise price of \$309,821.86.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. Unless otherwise specified above, we believe these transactions were exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act (and Regulation D or Regulation S promulgated thereunder) or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or under benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed on the share certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about us. The sales of these securities were made without any general solicitation or advertising.

**Item 16. Exhibits and Financial Statement Schedules.**

- (a) Exhibits.

## Exhibit Index

Exhibit Number	Description of Exhibit
1.1*	Form of Underwriting Agreement.
3.1	<a href="#">Amended and Restated Certificate of Incorporation, as currently in effect.</a>
3.2	<a href="#">Bylaws, as currently in effect.</a>
3.3*	Form of Amended and Restated Certificate of Incorporation, to be effective upon the closing of this offering.
3.4*	Form of Amended and Restated Bylaws, to be effective upon the closing of this offering.
4.1*	Specimen stock certificate evidencing the shares of Class A common stock.
4.2	<a href="#">Amended and Restated Investors' Rights Agreement, dated as of September 5, 2018, by and among the Registrant and certain of its stockholders.</a>
4.3	<a href="#">Form of Warrant to Purchase Shares of Series A Preferred Stock, dated as of August 21, 2015, by and between the Registrant and Warrant holders of the Registrant.</a>
5.1*	Opinion of Cooley LLP.
10.1#	<a href="#">Atreca, Inc. 2010 Equity Incentive Plan, as amended, and forms of agreements thereunder.</a>
10.2#*	Atreca, Inc. 2019 Equity Incentive Plan and forms of agreements thereunder.
10.3#*	Atreca, Inc. 2019 Employee Stock Purchase Plan and forms of agreements thereunder.
10.4#	<a href="#">Form of Indemnity Agreement entered into by and between Atreca, Inc. and each director and executive officer.</a>
10.5	<a href="#">Lease, dated as of June 6, 2014, by and between the Registrant and HCP LS Redwood City, LLC.</a>
10.6#	<a href="#">Executive Employment Agreement, dated as of March 21, 2018, by and between the Registrant and John A. Orwin.</a>
10.7#	<a href="#">Amended and Restated Executive Employment Agreement, dated as of June 26, 2018, by and between the Registrant and Tito A. Serafini.</a>
10.8#	<a href="#">Executive Employment Agreement, dated as of February 1, 2019, by and between the Registrant and Herb Cross.</a>
10.9#	<a href="#">Executive Employment Agreement, dated as of March 25, 2016, by and between the Registrant and Norman Michael Greenberg.</a>
10.10#	<a href="#">Executive Employment Agreement, dated as of April 30, 2016, by and between the Registrant and Guy Cavet.</a>
10.11#	<a href="#">Executive Employment Agreement, dated as of April 19, 2016, by and between the Registrant and Susan Berland.</a>
10.12	<a href="#">Sublease, dated as of March 22, 2016, by and between the Registrant and CardioDx, Inc.</a>
10.13	<a href="#">First Amendment to Sublease, dated as of August 25, 2017, by and between the Registrant and CardioDx, Inc.</a>

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
10.14*	Letter Agreement, dated as of August 21, 2015, by and between the Registrant and the Bill & Melinda Gates Foundation.
10.15*	Nominating Agreement, dated as of September 5, 2018, by and among the Registrant, Baker Brothers Life Sciences, L.P. and 667, L.P.
10.16*	Exclusive (Equity) Agreement, dated as of June 28, 2012, by and between the Registrant and The Board of Trustees of the Leland Stanford Junior University.
10.17*	Amendment to the Exclusive (Equity) Agreement, dated as of May 24, 2018, by and between the Registrant and The Board of Trustees of the Leland Stanford Junior University.
16.1	<a href="#">Letter from Frank, Rimerman + Co. LLP, the Company's former certifying public accountant.</a>
21.1	<a href="#">Subsidiaries of the Registrant.</a>
23.1	<a href="#">Consent of OUM &amp; Co. LLP, independent registered public accounting firm.</a>
23.2*	Consent of Cooley LLP (included in Exhibit 5.1).
24.1	<a href="#">Power of Attorney (included on signature page).</a>

\* To be filed by amendment.

# Indicates management contract or compensatory plan.

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or the notes thereto.

**Item 17. Undertakings.**

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

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

The undersigned registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance on



Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act will be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Redwood City, State of California, on May 24, 2019.

**ATRECA, INC.**

/s/ JOHN A. ORWIN

By: John A. Orwin  
President and Chief Executive Officer

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John A. Orwin, Tito A. Serafini and Herbert Cross, and each one of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in their name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective on filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ JOHN A. ORWIN</u> John A. Orwin	President, Chief Executive Officer and Director (Principal Executive Officer)	May 24, 2019
<u>/s/ HERBERT CROSS</u> Herbert Cross	Chief Financial Officer (Principal Financial and Accounting Officer)	May 24, 2019
<u>/s/ BRIAN ATWOOD</u> Brian Atwood	Chairman of the Board of Directors	May 24, 2019

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ FRANKLIN BERGER</u> Franklin Berger	Director	May 24, 2019
<u>/s/ DAVID LACEY, M.D.</u> David Lacey, M.D.	Director	May 24, 2019
<u>/s/ WILLIAM H. ROBINSON, M.D., PH.D.</u> William H. Robinson, M.D., Ph.D.	Director	May 24, 2019
<u>/s/ TITO A. SERAFINI, PH.D.</u> Tito A. Serafini, Ph.D.	Director and Chief Strategy Officer	May 24, 2019
<u>/s/ LAWRENCE STEINMAN, M.D.</u> Lawrence Steinman, M.D.	Director	May 24, 2019



**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
ATRECA, INC.**

Atreca, Inc., a corporation organized and existing under and by virtue of the provisions of the Delaware General Corporation Law (the “**DGCL**”), hereby certifies that:

**ONE:** The date of filing the original Certificate of Incorporation of this corporation with the Secretary of State of the State of Delaware was June 11, 2010.

**TWO:** John Orwin is the duly elected and acting President of Atreca, Inc., a Delaware corporation.

**THREE:** The Board duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

**RESOLVED:** that the Amended and Restated Certificate of Incorporation of this corporation is hereby amended and restated in its entirety to read as follows:

**I.**

The name of this corporation is **ATRECA, INC.** (the “**Company**”).

**II.**

The address of the registered office of the Company in the State of Delaware is 160 Greentree Drive, Suite 101, City of Dover, County of Kent, 19904, and the name of the registered agent of the Company in the State of Delaware at such address is National Registered Agents, Inc.

**III.**

The purpose of this Company is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

**IV.**

**A.** The Company is authorized to issue two classes of stock to be designated, respectively, “Common Stock” and “Preferred Stock.” The total number of shares that the Company is authorized to issue is 342,935,377 shares, 215,003,642 shares of which shall be Common Stock (the “**Common Stock**”) and 127,931,735 shares of which shall be Preferred Stock (the “**Preferred Stock**”). The Preferred Stock shall have a par value of one-hundredth of one cent (\$0.0001) per share and the Common Stock shall have a par value of one-hundredth of one cent (\$0.0001) per share.

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**B.** The number of authorized shares of Common Stock and Preferred Stock may be increased or decreased (but not below the number of shares of Common Stock or Preferred Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on an as-if-converted basis).

**C.** (1) 191,398,492 of the authorized shares of Common Stock are hereby designated “Class A Common Stock” (the “***Class A Common Stock***”), and 23,605,150 of the authorized shares of Common Stock are hereby designated “Class B Common Stock” (the “***Class B Common Stock***”). (2) 32,133,287 of the authorized shares of Preferred Stock are hereby designated “Series A Preferred Stock” (the “***Series A Preferred***”), 18,008,749 of the authorized shares of Preferred Stock are hereby designated “Series B Preferred Stock” (the “***Series B Preferred***”), 54,184,549 of the authorized shares of Preferred Stock are hereby designated “Series C 1 Preferred Stock” (the “***Series C1 Preferred***” and together with the Series A Preferred and the Series B Preferred, the “***Voting Series Preferred***”), and 23,605,150 of the authorized shares of Preferred Stock are hereby designated “Series C2 Preferred Stock” (the “***Series C2 Preferred***,” and together with the Voting Series Preferred, the “***Series Preferred***”). The Series C1 Preferred and Series C2 Preferred are referred to herein collectively as the “***Series C Preferred***”.

**D.** The rights, preferences, privileges, restrictions and other matters relating to the Series Preferred are as follows:

**1. DIVIDEND RIGHTS.**

**(a)** Holders of Series Preferred shall be entitled to receive, on a *pari passu* basis among each other but only out of funds that are legally available therefor, cash dividends on each outstanding share of Series Preferred only when, as and if declared by the Board of Directors (the “***Board***”) and any such dividends shall be non-cumulative.

**(b)** The “***Original Issue Price***” shall mean (i) \$1.85 per share for the Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof), (ii) \$1.9435 per share for the Series B Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) and (iii) \$2.33 per share for the Series C Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

**(c)** In the event dividends are paid on any share of Common Stock, the Company shall pay a dividend on all outstanding shares of Series Preferred in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

**(d)** The provisions of Sections 1(c) shall not apply to a dividend payable solely in Common Stock to which the provisions of Section 4(f) hereof are applicable, or any repurchase of any outstanding securities of the Company that is approved by (i) the Board

and (ii) the Series Preferred as may be required by this Amended and Restated Certificate of Incorporation (the “**Restated Certificate**”).

(e) For purposes of Section 500 of the California Corporations Code (to the extent applicable), in connection with any repurchase of shares of Common Stock permitted under this Restated Certificate from employees, officers, directors or consultants of the Company in connection with a termination of employment or services pursuant to agreements or arrangements approved by the Board of Directors (in addition to any other consent required under this Certificate of Incorporation), such repurchase may be made without regard to any “preferential dividends arrears amount” or “preferential rights amount” (as those terms are defined in Section 500 of the California Corporations Code). Accordingly, for purposes of making any calculation under California Corporations Code Section 500 in connection with such repurchase, the amount of any “preferential dividends arrears amount” or “preferential rights amount” (as those terms are defined therein) shall be deemed to be zero (0).

## 2. VOTING RIGHTS.

(a) **General Rights.** Except as otherwise set forth herein, each holder of shares of the Series Preferred shall be entitled to the number of votes equal to the number of shares of the applicable type of Common Stock into which such shares of Series Preferred could be converted (pursuant to Section 4 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the applicable type of Common Stock into which such shares of Series Preferred could be converted (pursuant to Section 4 hereof) and shall be entitled to notice of any stockholders’ meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series Preferred shall vote together with the Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Common Stock. Each share of Class A Common Stock is entitled to one (1) vote on all matters upon which the holders of Common Stock are entitled to vote. Each share of Class B Common Stock is entitled to one (1) vote on all matters upon which the holders of Class B Common Stock are entitled to vote. Class B Common Stock (i) shall not be entitled to vote on the election of directors at any time and (ii) following the closing of the first firmly underwritten public offering of the Company’s securities pursuant to an effective registration statement under the Securities Act of 1933, as amended (the “**Securities Act**”), covering the offer and sale of Common Stock for the account of the Company, shall be non-voting except as may be required by law.

(b) **Separate Vote of Series Preferred.** For so long as at least 12,500,000 shares of Series Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding Series Preferred (voting or consenting (as the case may be) together as a single class, on an as-converted basis) shall be necessary for the Company to effect or validate the following actions (whether by merger, recapitalization or otherwise), and the Company shall not permit any direct or indirect subsidiary of the Company to effect or validate such actions *mutatis mutanda* without such vote or written consent, and any such actions entered into without such vote or consent shall be null and void ab initio, and of no force or effect:

- (i) Any reclassification or recapitalization of the Series Preferred, or any amendment, alteration or repeal of any provision of this Restated Certificate, that adversely changes the rights, preferences or privileges of the Series Preferred;
- Stock in general;
- (ii) Any increase or decrease in the authorized number of shares of any series of Series Preferred or the Preferred Stock or any other securities convertible into equity securities of the Company senior to the Series Preferred in right of redemption, liquidation preference, voting or dividend rights;
- (iii) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of Stock or Preferred Stock other than dividends required pursuant to Section 1 hereof, except (A) repurchases of stock from employees or consultants in the event of termination of service of such employees or consultants and/or the exercise of a contractual right of first refusal, (B) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and/or (C) dividends addressed by Section 4(f) hereof;
- (iv) Any redemption, repurchase, payment or declaration of dividends or other distributions with respect to Common Stock or Preferred Stock other than dividends required pursuant to Section 1 hereof, except (A) repurchases of stock from employees or consultants in the event of termination of service of such employees or consultants and/or the exercise of a contractual right of first refusal, (B) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and/or (C) dividends addressed by Section 4(f) hereof;
- (v) Any voluntary dissolution, liquidation or winding up of the Company or any deemed Liquidation Event (as defined below);
- (vi) Any increase or decrease in the size of the Board of Directors;
- (vii) Any sale, assignment, licensing, pledge or encumbrance of material technology or intellectual property of the Company or any of its wholly owned subsidiaries, other than licenses granted by the Company or such subsidiaries in the ordinary course of business; or
- (viii) Enter into any inbound license or acquisition by merger or asset transfer or similar corporate strategic relationship, in each case involving Company assets having a value (as determined by the Board in good faith) greater than \$500,000.
- (c) **Separate Vote of Series B Preferred.** For so long as at least 4,500,000 shares of Series B Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding Series B Preferred (voting or consenting (as the case may be) as a separate class) shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise), and any such actions entered into without such vote or consent shall be null and void ab initio, and of no force or effect:



(i) Any reclassification or recapitalization of the Series B Preferred, or any amendment, alteration or repeal of any provision of this Restated Certificate, that adversely changes the rights, preferences or privileges of the Series B Preferred in a manner different than such amendment, alteration or repeal changes the rights of the other Series Preferred (provided that the addition of a *pari passu* or senior security shall not alone require a vote pursuant to this provision); or

(ii) Any increase or decrease in the authorized number of shares of Series B Preferred.

(d) **Separate Vote of Series C Preferred.** For so long as at least 10,000,000 shares of Series C Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding Series C Preferred (voting or consenting (as the case may be) as a separate class) shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise), and any such actions entered into without such vote or consent shall be null and void ab initio, and of no force or effect:

(i) Any reclassification or recapitalization of the Series C Preferred, or any amendment, alteration or repeal of any provision of this Restated Certificate, that adversely changes the rights, preferences or privileges of the Series C Preferred in a manner different than such amendment, alteration or repeal changes the rights of the other Series Preferred (provided that the addition of a *pari passu* or senior security shall not alone require a vote pursuant to this provision); or

(ii) Any increase or decrease in the authorized number of shares of Series C Preferred.

(e) **Election of Board of Directors.**

(i) The holders of Class A Common Stock, voting as a separate class, shall be entitled to elect 3 members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such directors.

(ii) The holders of Class A Common Stock and Voting Series Preferred, voting together as a single class on an as-if-converted basis, shall be entitled to elect all remaining members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such directors. For clarity, and notwithstanding any other provision of this Restated Certificate, under no circumstances shall the holders of Class B Common Stock or Series C2 Preferred have any vote for the election of any directors as to such shares.

(iii) Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the DGCL, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Restated Certificate, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board of Directors' action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of the Company's stockholders or (ii) written consent, if the consenting stockholders hold a sufficient number of shares to elect their designee at a meeting of the stockholders in which all members of such class or series are present and voted. Any director may be removed during his or her term of office without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

(iv) No person entitled to vote at an election for directors may cumulate votes to which such person is entitled unless required by applicable law at the time of such election. During such time or times that applicable law requires cumulative voting, every stockholder entitled to vote at an election for directors may cumulate such stockholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder's shares are otherwise entitled, or distribute the stockholder's votes on the same principle among as many candidates as such stockholder desires. No stockholder, however, shall be entitled to so cumulate such stockholder's votes unless (A) the names of such candidate or candidates have been placed in nomination prior to the voting and (B) the stockholder has given notice at the meeting, prior to the voting, of such stockholder's intention to cumulate such stockholder's votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

### 3. LIQUIDATION RIGHTS.

(a) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "**Liquidation Event**"), on a *pari passu* basis among each other and before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution (or the consideration received by the Company or its stockholders in an Acquisition (as defined below)) for each share of Series Preferred held by them, an amount per share of Series Preferred equal to the applicable Original Issue Price for such share of Series Preferred, plus all declared and unpaid dividends on such share of Series Preferred. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series Preferred of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(b) After the payment of the full liquidation preference of the Series Preferred as set forth in Section 3(a) above, the remaining assets of the Company legally available for distribution (or the consideration received by the Company or its stockholders in an Acquisition), if any, shall be distributed ratably to the holders of the Common Stock.

(c) An Asset Transfer or Acquisition (each as defined below) shall be deemed a Liquidation Event for purposes of this Section 3.

(i) For the purposes of this Section 3: (i) “**Acquisition**” shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization, continue to represent a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization, (provided that, for the purpose of this 3(c), all shares of Common Stock issuable upon exercise of options outstanding immediately prior to such consolidation or merger or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of capital stock are converted or exchanged); or (B) 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 is transferred; provided that an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) “**Asset Transfer**” shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company and its subsidiaries in a single transaction or a series of related transactions.

(ii) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

(iii) The Company shall not have the power to effect an Acquisition or Asset Transfer unless the definitive agreement for such transaction (the “**Agreement**”) provides that the consideration payable to the stockholders of the Company in connection therewith shall be allocated among the holders of capital stock of the Company in accordance with this Section 3. For the purpose of this Section 3, any Acquisition or Asset Transfer may be deemed not to be a Liquidation Event, and such transaction not subject to this Section 3, upon the vote or written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding shares of the Series Preferred (voting or consenting (as the case may be) together as a single class, on an as-converted basis).

(d) In the event of a Liquidation Event (including an Acquisition or Asset Transfer), if any portion of the consideration payable to the stockholders of the Company is placed into escrow and/or is payable to the stockholders of the Company subject to contingencies, the Agreement shall provide that (x) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Company in accordance with Sections 3(a) and 3(b) as if the Initial Consideration were the only consideration payable in connection with such Acquisition or Asset Transfer and (y) any additional consideration that becomes payable to the stockholders of the Company upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Company in accordance with Sections 3(a) and 3(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(e) **Deemed Conversion.** Notwithstanding Sections 3(a) and 3(b) above, for purposes of determining the amount each holder of shares of Series Preferred is entitled to receive with respect to any voluntary or involuntary liquidation, dissolution or winding up of the Company or deemed Liquidation Event, each such holder of shares of a series of Series Preferred shall be deemed to have converted (regardless of whether such holder actually converted) such holder’s shares of such series of Series Preferred into shares of Common Stock immediately prior to such voluntary or involuntary liquidation, dissolution or winding up of the Company or deemed Liquidation Event if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder did not convert such series of Series Preferred into shares of Common Stock. If any such holder shall be deemed to have converted shares of a series of Series Preferred into Common Stock pursuant to this Section 3(e), then such holder shall not be entitled to receive any distribution in accordance with Subsection 3(a) that would otherwise be made to holders of such series of Series Preferred that have not converted (or have not been deemed to have converted) into shares of Common Stock.

#### 4. **CONVERSION RIGHTS — SERIES PREFERRED INTO COMMON STOCK.**

The holders of the Series Preferred shall have the following rights with respect to the conversion of the Series Preferred into shares of Common Stock:

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this Section 4, (i) any shares of Voting Series Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Class A Common Stock and (ii) any shares of Series C2 Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Class B Common Stock. The number of shares of the applicable type of Common Stock to which a holder of Series Preferred shall be entitled upon conversion pursuant to this Section 4 shall be the product obtained by multiplying the applicable “**Series Preferred Conversion Rate**” then in effect (determined as provided in Section 4(b)) by the number of shares of Series Preferred being converted. References in this Section 4 to “Common Stock” shall mean the applicable type of Common Stock depending upon the context, unless otherwise specified therein.

(b) **Series Preferred Conversion Rate.** The conversion rate in effect at any time for conversion of a series of Series Preferred (the applicable “**Series Preferred Conversion Rate**”) shall be the quotient obtained by dividing the Original Issue Price of such series of Series Preferred by the applicable “Series Preferred Conversion Price,” calculated as provided in Section 4(c).

(c) **Series Preferred Conversion Price.** The conversion price for a series of Series Preferred shall initially be the Original Issue Price of such series of Series Preferred (the applicable “**Series Preferred Conversion Price**”). Such initial Series Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 4. All references to the Series Preferred Conversion Price herein shall mean the applicable Series Preferred Conversion Price as so adjusted.

(d) **Mechanics of Optional Conversion.** Each holder of Series Preferred who desires to convert the same into shares of Common Stock pursuant to this Section 4 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of the applicable type of Common Stock to which such holder is entitled and a certificate for the number (if any) of the shares of Series Preferred represented by the surrendered certificate that were not converted into such type of Common Stock and shall promptly pay (i) in cash or, to the extent sufficient funds are not then legally available therefor, in the applicable type of Common Stock (at such Common Stock’s fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Series Preferred being converted and (ii) in cash (at the applicable type of Common Stock’s fair market value determined by the Board as of the date of conversion) the value of any fractional share of the applicable type of Common Stock otherwise issuable to any holder of Series Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series Preferred to be converted, and the person entitled to receive the shares of the applicable type of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of such applicable type of Common Stock on such date.

(e) **Adjustment for Stock Splits and Combinations.** If at any time or from time to time on or after the date that the first share of Series C Preferred is issued (the “**Original Issue Date**”) the Company effects a subdivision of the outstanding Common Stock, each Series Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares, each Series Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 4(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

**(f) Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time on or after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution in additional shares of Common Stock, each Series Preferred Conversion Price then in effect shall be decreased as of the time of such issuance, as provided below:

**(i)** Each Series Preferred Conversion Price shall be adjusted by multiplying such Series Preferred Conversion Price then in effect by a fraction:

**(A)** the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

**(B)** the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

**(ii)** If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, each Series Preferred Conversion Price shall be adjusted as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

**(iii)** If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series Preferred Conversion Price shall be adjusted pursuant to this Section 4(f) to reflect the actual payment of such dividend or distribution.

**(g) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation.** If at any time or from time to time on or after the Original Issue Date the Common Stock issuable upon the conversion of any Series Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition as defined in Section 3 or a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 4), in any such event each share such of Series Preferred shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property that a holder of the number of shares of Common Stock of the Company issuable upon conversion of one share of such Series Preferred immediately prior to such recapitalization, reclassification, merger, consolidation or other transaction would have been entitled to receive pursuant to such transaction, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the affected Series Preferred after the capital reorganization to the end that the provisions of this Section 4 (including adjustment of each applicable Series Preferred Conversion Price then in effect and the number of shares issuable upon conversion of such Series Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

**(h) Sale of Shares Below Series Preferred Conversion Price.**

**(i)** If at any time or from time to time on or after the Original Issue Date the Company issues or sells, or is deemed by the express provisions of this Section 4(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 4(e), 4(f) or 4(g) above, for an Effective Price (as defined below) less than the then effective Series Preferred Conversion Price applicable to any series of Series Preferred (a “**Qualifying Dilutive Issuance**”), then and in each such case, the then existing Series Preferred Conversion Price of such Series Preferred shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying such Series Preferred Conversion Price in effect immediately prior to such issuance or sale by a fraction:

**(A)** the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock that the Aggregate Consideration (as defined below) received or deemed received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-existing Series Preferred Conversion Price, and

**(B)** the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Stock outstanding, (B) the number of shares of Common Stock into which the then outstanding shares of Series Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock that are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

**(ii)** No adjustment shall be made to any Series Preferred Conversion Price in an amount less than one percent (1%) of the applicable Series Preferred Conversion Price then in effect. Any adjustment otherwise required by this Section 4(h) that is not required to be made due to the first sentence of this subsection (ii) shall be included in any subsequent adjustment to the applicable Series Preferred Conversion Price. Any adjustment required by this Section 4(h) shall be rounded to the first decimal for which such rounding represents less than one percent (1%) of the applicable Series Preferred Conversion Price in effect after such adjustment.

**(iii)** For the purpose of making any adjustment required under this Section 4(h), the aggregate consideration received by the Company for any issue or sale of securities (the “**Aggregate Consideration**”) shall be defined as: (A) to the extent it consists of cash, the gross amount of cash received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, the fair market value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration that covers both, the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(iv) For the purpose of the adjustment required under this Section 4(h), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities exercisable for or convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as “**Convertible Securities**”) or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than a particular Series Preferred Conversion Price, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); *provided* that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; *provided further*, that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

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(D) No further adjustment of any Series Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the applicable Series Preferred Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the applicable Series Preferred Conversion Price that would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, *provided* that such readjustment shall not apply to prior conversions of Series Preferred.

(v) For the purpose of making any adjustment to any Conversion Price of the Series Preferred required under this Section 4(h), “**Additional Shares of Common Stock**” shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 4(h) (including shares of Common Stock subsequently reacquired or retired by the Company), other than (collectively as to all such shares issued or deemed issued, “**Exempted Securities**”):

(A) as to any series of Series Preferred shares of Common Stock issued as a dividend or distribution on, or upon conversion of, such series of Series Preferred;

(B) shares of Common Stock issued after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board, subject to the Option Pool Cap (as defined below); provided, however, that any shares of Common Stock (i) not issued pursuant to rights, agreements, options or warrants (“**Unexercised Options**”) as a result of the termination of such Unexercised Options or (ii) reacquired by the Company from employees, directors or consultants at no more than cost pursuant to agreements that permit the Company to repurchase such shares upon termination of services to the Company shall not be counted toward such maximum number unless and until such shares are regranted as shares of Common Stock and/or options, warrants or other Common Stock purchase rights;

(C) shares of Common Stock issued pursuant to the exercise or conversion of Convertible Securities outstanding as of the Original Issue Date provided such issuance is pursuant to the terms of such Convertible Securities;

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(D) shares of Common Stock or Convertible Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board, subject to the Dilution Cap (as defined below);

(E) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial or lending institution approved by the Board, subject to the Dilution Cap;

(F) shares of Common Stock or Convertible Securities issued to third-party service providers in exchange for or as partial consideration for services rendered to the Company as approved by the Board, subject to the Dilution Cap;

(G) shares of Common Stock or Convertible Securities issued in connection with strategic transactions involving the Company and other entities approved by the Board, including without limitation research collaboration, technology licensing, OEM, joint ventures, manufacturing, marketing, distribution, technology transfer or development arrangements, subject to the Dilution Cap;

(H) with respect to the Series A Preferred, shares of Common Stock or Convertible Securities that the holders of a majority of the outstanding shares of Series A Preferred elect in writing to exclude from the definition of “Additional Shares of Common Stock” for purposes of this Section 4;

(I) with respect to the Series B Preferred, shares of Common Stock or Convertible Securities that the holders of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding shares of Series B Preferred elect in writing to exclude from the definition of “Additional Shares of Common Stock” for purposes of this Section 4;

(J) with respect to the Series C Preferred, shares of Common Stock or Convertible Securities that the holders of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding shares of Series C Preferred elect in writing to exclude from the definition of “Additional Shares of Common Stock”.

For the purpose of making any adjustment to any Conversion Price of the Series Preferred required under this Section 4(h), shares of Common Stock issued by the Company or deemed to be issued in accordance with this Section 4(h), pursuant to Sections 4(h)(v)(D) — 4(h)(v)(G) shall not be deemed “Additional Shares of Common Stock” unless and until the actual aggregate issuance of shares of Common Stock (or shares of Common Stock issuable upon conversion of any shares of Preferred Stock) pursuant to Sections 4(h)(v)(D) — 4(h)(v)(G) exceeds 10% of the Fully Diluted Outstanding Common Stock (as defined below) of the Company as of the date of determination (the “**Dilution Cap**”) and *provided, further*, shares of Common Stock issued by the Company or deemed to be issued in accordance with this Section 4(h), pursuant to Section 4(h)(v)(B) shall not be deemed “Additional Shares of Common Stock” unless and until the actual aggregate issuance of shares of Common Stock pursuant to Section 4(h)(v)(B) exceeds 9% of the Fully Diluted Outstanding Common Stock of the Company as of the date of determination (the “**Option Pool Cap**”). For the purpose of this Section 4(h), “**Fully Diluted Outstanding Common Stock**” means the sum of (i) the outstanding Common Stock of the Company, (ii) the number of shares of Common Stock into which the then outstanding shares of Preferred Stock could be converted if fully converted on the day immediately preceding the date of determination, (iii) the number of shares of Common Stock that are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding or reserved for issuance on the day immediately preceding the date of determination.

References to Common Stock in the subsections of this clause (v) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 4(h). The “**Effective Price**” of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 4(h), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 4(h), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vi) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the “**First Dilutive Issuance**”), then in the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance as a part of the same transaction or series of related transactions as the First Dilutive Issuance (a “**Subsequent Dilutive Issuance**”), then and in each such case upon a Subsequent Dilutive Issuance the applicable Series Preferred Conversion Price shall be reduced to the applicable Series Preferred Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(i) **Certificate of Adjustment.** In each case of an adjustment or readjustment of any Series Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series Preferred, if the Series Preferred is then convertible pursuant to this Section 4, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and shall, upon request, prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series Preferred so requesting at the holder’s address as shown in the Company’s books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the applicable Series Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property that at the time would be received upon conversion of the Series Preferred. Failure to request or provide such notice shall have no effect on any such adjustment.

(j) **Notices of Record Date.** Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 3) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 3), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series Preferred at least ten (10) days prior to (x) the record date, if any, specified therein; or (y) if no record date is specified, the date upon which such action is to take effect (or, in either case, such shorter period approved by the holders of a majority of the outstanding Series Preferred, voting together as a single class on an as-converted basis) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(k) **Automatic Conversion.**

(i) Each share of Voting Series Preferred shall automatically be converted into shares of Class A Common Stock and each share of Series C2 Preferred shall automatically be converted into shares of Class B Common Stock, in each case based on the then-effective applicable Series Preferred Conversion Price, (A) at any time, but subject to any applicable premerger notification and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (collectively, the “**HSR Act**”), upon the affirmative election of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding shares of the Series Preferred, voting together as a single class on an as-converted basis, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of Common Stock for the account of the Company in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least \$75,000,000, and having a price per share to the public equal to greater than \$2.9125 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to shares of Common Stock after the filing date hereof) (such offering, a “**Qualified IPO**”). Upon such automatic conversion, any declared and unpaid dividends shall be paid in accordance with the provisions of Section 4(d).

(ii) Upon the occurrence of either of the events specified in Section 4(k)(i) above, the outstanding shares of Series Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of the applicable type of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series Preferred are either delivered to the Company or its transfer

agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series Preferred, the holders of Series Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of the applicable type of Common Stock into which the shares of Series Preferred surrendered were convertible on the date on which such automatic conversion occurred, and (A) any declared and unpaid dividends shall be paid in accordance with the provisions of Section 4(d) and (B) the value of any fractional share of the applicable type of Common Stock otherwise issuable to any holder of Series Preferred shall be paid in accordance with the provisions of Section 4(l).

**(l) Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of Series Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If after the aforementioned aggregation the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (as determined by the Board) on the date of conversion.

**(m) Reservation of Stock Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series Preferred. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series Preferred, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

**5. CONVERSION RIGHTS — SERIES C2 PREFERRED INTO SERIES C1 PREFERRED.** Subject to the provisions of Section 7 below, the holders of shares of Series C2 Preferred shall have the right to convert each share of Series C2 Preferred held by them into one (1) share of Series C1 Preferred at such holder's election. Any such conversion shall be made upon written notice to the Company as provided in Section 4(a) above, *mutatis mutandis*.

**6. CONVERSION RIGHTS — CLASS B COMMON STOCK INTO CLASS A COMMON STOCK.** Subject to the provisions of Section 7 below, each holder of shares of Class B Common Stock shall have the right to convert each share of Class B Common Stock held by such holder into one (1) share of Class A Common Stock at such holder's election. Any such conversion shall be made upon written notice to the Company as provided in Section 4(a) above, *mutatis mutandis*.

7. **CERTAIN LIMITATIONS.** The limitations set forth in this Section 7 apply notwithstanding any other provision of this Restated

Certificate:

(a) The Company shall not issue shares of Class B Common Stock other than upon conversion of shares of Series C2 Preferred.

(b) The Company shall not issue in excess of 30,579,399 shares of Series C1 Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) other than upon conversion of shares of Series C2 Preferred.

(c) Following the closing of the first firmly underwritten public offering of the Company's securities pursuant to an effective registration statement under the Securities Act covering the offer and sale of Common Stock for the account of the Company, the shares of Class B Common Stock may only be converted into shares of Class A Common Stock during such time or times as immediately prior to or as a result of such conversion would not result in the holder(s) thereof beneficially owning (for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Exchange Act**")), when aggregated with affiliates with whom such holder is required to aggregate beneficial ownership for purposes of Section 13(d) of the Exchange Act, in excess of the Beneficial Ownership Limitation. The "**Beneficial Ownership Limitation**" means initially 4.99% of any class of securities of the Company registered under the Exchange Act, which percentage may be increased or decreased to such other percentage as any holder of outstanding shares of Class B Common Stock may designate in writing upon 61 days' notice (delivered as provided in Section 9 below) to the Company, *provided, however*, that no holder may make such an election to change the percentage unless all holders managed by the same investment advisor as such electing holder make the same election.

(d) The effectiveness of any conversion of (x) any shares of Series C2 Preferred into shares of Series C1 Preferred or (y) any shares of Class B Common Stock into shares of Class A Common Stock is subject to the expiration or early termination of any applicable premerger notification and waiting period requirements of the HSR Act.

(e) The Company shall not give effect to (i) any stock split, stock dividend, stock combination or similar event affecting the Class A Common Stock or Class B Common Stock without effecting the same such stock split, stock dividend, stock combination or similar event for the Class B Common Stock or Class A Common Stock, respectively, or (ii) any stock split, stock dividend, stock combination or similar event affecting the Series C1 Preferred or Series C2 Preferred without effecting the same such stock split, stock dividend, stock combination or similar event for the Series C2 Preferred or Series C 1 Preferred, respectively.

8. **NOTICES.** Any notice required by the provisions of this Restated Certificate shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by electronic transmission in compliance with the provisions of the DGCL if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

**9. PAYMENT OF TAXES.** The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock or Preferred Stock, as applicable, upon conversion of shares of Series Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock or Preferred Stock, as applicable, in a name other than that in which the shares of Series Preferred so converted were registered.

**10. NO REISSUANCE OF SERIES PREFERRED OR CLASS B COMMON STOCK.**

Any shares or shares of Series Preferred and/or Class B Common Stock redeemed, purchased, converted or exchanged by the Company shall be cancelled and retired and shall not be reissued or transferred.

**V.**

**A.** The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

**B.** To the fullest extent permitted by applicable law, the Company is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Company (and any other persons to which applicable law permits the Company to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise in excess of the indemnification and advancement otherwise permitted by such applicable law. If applicable law is amended after approval by the stockholders of this Article V to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director to the Company shall be eliminated or limited to the fullest extent permitted by applicable law as so amended.

**C.** Any repeal or modification of this Article V shall only be prospective and shall not affect the rights or protections or increase the liability of any director under this Article V in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

**VI.**

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further *provided* that:

**A.** The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors that shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Restated Certificate.

**B.** The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Company, subject to any restrictions that may be set forth in this Restated Certificate. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Company, subject to any restrictions that may be set forth in this Restated Certificate.

**C.** The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

\* \* \* \*

**FOUR:** This Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of the Company.

**FIVE:** This Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the DGCL. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL by the stockholders of the Company.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, Atreca, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by a duly authorized officer of this corporation on September 4, 2018.

**ATRECA, INC.**

By: /s/ John Orwin  
Name: John Orwin  
Title: President and Chief Executive Officer

*[Signature Page to Atreca, Inc. Amended and Restated Certificate of Incorporation]*

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**BYLAWS**  
**OF**  
**ATRECA, INC.**  
**(A DELAWARE CORPORATION)**

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BYLAWS  
OF  
ATRECA, INC.  
(A DELAWARE CORPORATION)

ARTICLE I

OFFICES

**Section 1. Registered Office.** The registered office of the corporation in the State of Delaware shall be in the City of Dover, County of Kent.

**Section 2. Other Offices.** The corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

CORPORATE SEAL

**Section 3. Corporate Seal.** The Board of Directors may adopt a corporate seal. The corporate seal shall consist of a die bearing the name of the corporation and the inscription, "Corporate Seal-Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE III

STOCKHOLDERS' MEETINGS

**Section 4. Place of Meetings.** Meetings of the stockholders of the corporation may be held at such place, either within or without the State of Delaware, as may be determined from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as provided under the Delaware General Corporation Law (the "**DGCL**").

**Section 5. Annual Meeting.**

**(a)** The annual meeting of the stockholders of the corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors. Nominations of persons for election to the Board of Directors of the corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders: (i) pursuant to the corporation's notice of meeting of stockholders; (ii) by or at the direction of the Board of Directors; or (iii) by any stockholder of the corporation who was a stockholder of record at the time of giving of notice provided for in the following paragraph, who is entitled to vote at the meeting and who complied with the notice procedures set forth in Section 5.

(b)

At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of Section 5(a) of these Bylaws, (i) the stockholder must have given timely notice thereof in writing to the Secretary of the corporation, (ii) such other business must be a proper matter for stockholder action under the DGCL, (iii) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the corporation with a Solicitation Notice (as defined in this Section 5(b)), such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 5. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90<sup>th</sup>) day nor earlier than the close of business on the one hundred twentieth (120<sup>th</sup>) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120<sup>th</sup>) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90<sup>th</sup>) day prior to such annual meeting or the tenth (10<sup>th</sup>) day following the day on which public announcement of the date of such meeting is first made. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (A) as to each person whom the stockholder proposed to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "**1934 Act**") and Rule 14a-4(d) thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (ii) the class and number of shares of the corporation which are owned beneficially and of record by such stockholder and such beneficial owner, and (iii) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of the proposal, at least the percentage of the corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "**Solicitation Notice**").

(c) Notwithstanding anything in the second sentence of Section 5(b) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 5 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the corporation not later than the close of business on the tenth (10<sup>th</sup>) day following the day on which such public announcement is first made by the corporation.

(d) Only such persons who are nominated in accordance with the procedures set forth in this Section 5 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 5. Except as otherwise provided by law, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made, or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(e) Notwithstanding the foregoing provisions of this Section 5, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholders' meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation proxy statement pursuant to Rule 14a-8 under the 1934 Act.

(f) For purposes of this Section 5, "**public announcement**" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act.

## **Section 6. Special Meetings.**

Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive Officer, (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or (iv) by the holders of shares entitled to cast not less than twenty percent (20%) of the votes at the meeting, and shall be held at such place, on such date, and at such time as the Board of Directors shall fix. At any time or times that the corporation is subject to Section 2115(b) of the California General Corporation Law ("**CGCL**"), stockholders holding five percent (5%) or more of the outstanding shares shall have the right to call a special meeting of stockholders as set forth in Section 18(b) herein.

(a) If a special meeting is properly called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by telegraphic or other facsimile transmission to the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary of the corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than thirty-five (35) nor more than one hundred twenty (120) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the officer receiving the request shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7 of these Bylaws. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

**Section 7. Notice of Meetings.** Except as otherwise provided by law, notice, given in writing or by electronic transmission, of each meeting of stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at any such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. Notice of the time, place, if any, and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof or by electronic transmission by such person, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person, by remote communication, if applicable, or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

**Section 8. Quorum.** At all meetings of stockholders, except where otherwise provided by statute or by the Certificate of Incorporation, or by these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the outstanding shares of stock entitled to vote shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by statute, or by the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of a majority of shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the subject matter shall be the act of the stockholders. Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, directors shall be elected by a plurality of the votes of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by the statute or by the Certificate of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or series, present in person, by remote communication, if applicable, or represented by proxy duly authorized, shall constitute a quorum entitled to take action with respect to that vote on that matter. Except where otherwise provided by statute or by the Certificate of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of shares of such class or classes or series present in person, by remote communication, if applicable, or represented by proxy at the meeting shall be the act of such class or classes or series.

**Section 9. Adjournment and Notice of Adjourned Meetings.** Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of a majority of the shares present in person, by remote communication, if applicable, or represented by proxy. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

**Section 10. Voting Rights.** For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date, as provided in Section 12 of these Bylaws, shall be entitled to vote at any meeting of stockholders. Every person entitled to vote or execute consents shall have the right to do so either in person, by remote communication, if applicable, or by an agent or agents authorized by a proxy granted in accordance with Delaware law. An agent so appointed need not be a stockholder. No proxy shall be voted after three (3) years from its date of creation unless the proxy provides for a longer period.

**Section 11. Joint Owners of Stock.** If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one (1) votes, his act binds all; (b) if more than one (1) votes, the act of the majority so voting binds all; (c) if more than one (1) votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or may apply to the Delaware Court of Chancery for relief as provided in the DGCL, Section 217(b). If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.



**Section 12. List of Stockholders.** The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. The list shall be open to examination of any stockholder during the time of the meeting as provided by law.

**Section 13. Action Without Meeting.**

(a) Unless otherwise provided in the Certificate of Incorporation, any action required by statute to be taken at any annual or special meeting of the stockholders, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, or by electronic transmission setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) Every written consent or electronic transmission shall bear the date of signature of each stockholder who signs the consent, and no written consent or electronic transmission shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation in the manner herein required, written consents or electronic transmissions signed by a sufficient number of stockholders to take action are delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing or by electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take action were delivered to the corporation as provided in Section 228(c) of the DGCL. If the action which is consented to is such as would have required the filing of a certificate under any section of the DGCL if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that written consent has been given in accordance with Section 228 of the DGCL.

(d) A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the state of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the board of directors of the corporation. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

#### **Section 14. Organization.**

(a) At every meeting of stockholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or, if the President is absent, a chairman of the meeting chosen by a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary, or, in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

(b) The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

## ARTICLE IV

### DIRECTORS

**Section 15. Number and Term of Office.** The authorized number of directors of the corporation shall be fixed by the Board of Directors from time to time. Directors need not be stockholders unless so required by the Certificate of Incorporation. If for any cause, the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient.

**Section 16. Powers.** The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by statute or by the Certificate of Incorporation.

**Section 17. Term of Directors.**

**(a)** Subject to the rights of holders of any series of Preferred Stock to elect additional directors under specified circumstances, directors shall be elected at each annual meeting of stockholders to serve until the next annual meeting of stockholders and his successor is duly elected and qualified or until his death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

**(b)** No person entitled to vote at an election for directors may cumulate votes to which such person is entitled, unless, at the time of such election, the corporation is subject to Section 2115(b) of the CGCL. During such time or times that the corporation is subject to Section 2115(b) of the CGCL, every stockholder entitled to vote at an election for directors may cumulate such stockholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder's shares are otherwise entitled, or distribute the stockholder's votes on the same principle among as many candidates as such stockholder thinks fit. No stockholder, however, shall be entitled to so cumulate such stockholder's votes unless (i) the names of such candidate or candidates have been placed in nomination prior to the voting and (ii) the stockholder has given notice at the meeting, prior to the voting, of such stockholder's intention to cumulate such stockholder's votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

**Section 18. Vacancies.**

(a) Unless otherwise provided in the Certificate of Incorporation, and subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director, provided, however, that whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the Certificate of Incorporation, vacancies and newly created directorships of such classes or series shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the death, removal or resignation of any director.

(b) At any time or times that the corporation is subject to §2115(b) of the CGCL, if, after the filling of any vacancy, the directors then in office who have been elected by stockholders shall constitute less than a majority of the directors then in office, then

(i) any holder or holders of an aggregate of five percent (5%) or more of the total number of shares at the time outstanding having the right to vote for those directors may call a special meeting of stockholders; or

(ii) the Superior Court of the proper county shall, upon application of such stockholder or stockholders, summarily order a special meeting of the stockholders, to be held to elect the entire board, all in accordance with Section 305(c) of the CGCL, the term of office of any director shall terminate upon that election of a successor.

**Section 19. Resignation.** Any director may resign at any time by delivering his or her notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office for the unexpired portion of the term of the Director whose place shall be vacated and until his successor shall have been duly elected and qualified.

## **Section 20. Removal.**

(a) Subject to any limitations imposed by applicable law (and assuming the corporation is not subject to Section 2115 of the CGCL), the Board of Directors or any director may be removed from office at any time (i) with cause by the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock of the corporation entitled to vote generally at an election of directors or (ii) without cause by the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock of the corporation, entitled to elect such director.

(b) During such time or times that the corporation is subject to Section 2115(b) of the CGCL, the Board of Directors or any individual director may be removed from office at any time without cause by the affirmative vote of the holders of at least a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

## **Section 21. Meetings**

(a) **Regular Meetings.** Unless otherwise restricted by the Certificate of Incorporation, regular meetings of the Board of Directors may be held at any time or date and at any place within or without the State of Delaware which has been designated by the Board of Directors and publicized among all directors, either orally or in writing, including a voice-messaging system or other system designated to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means. No further notice shall be required for a regular meeting of the Board of Directors.

(b) **Special Meetings.** Unless otherwise restricted by the Certificate of Incorporation, special meetings of the Board of Directors may be held at any time and place within or without the State of Delaware whenever called by the Chairman of the Board, the President or any director.

(c) **Meetings by Electronic Communications Equipment.** Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) **Notice of Special Meetings.** Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting. If notice is sent by US mail, it shall be sent by first class mail, postage prepaid at least three (3) days before the date of the meeting. Notice of any meeting may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

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(e) **Waiver of Notice.** The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present who did not receive notice shall sign a written waiver of notice or shall waive notice by electronic transmission. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

## **Section 22. Quorum and Voting.**

(a) Unless the Certificate of Incorporation requires a greater number, a quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time by the Board of Directors in accordance with the Certificate of Incorporation; *provided, however*, at any meeting, whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Certificate of Incorporation or these Bylaws.

**Section 23. Action Without Meeting.** Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

**Section 24. Fees and Compensation.** Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

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## Section 25. Committees.

(a) **Executive Committee.** The Board of Directors may appoint an Executive Committee to consist of one (1) or more members of the Board of Directors. The Executive Committee, to the extent permitted by law and provided in the resolution of the Board of Directors shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopting, amending or repealing any bylaw of the corporation.

(b) **Other Committees.** The Board of Directors may, from time to time, appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one (1) or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall any such committee have the powers denied to the Executive Committee in these Bylaws.

(c) **Term.** The Board of Directors, subject to any requirements of any outstanding series of Preferred Stock and the provisions of subsections (a) or (b) of this Bylaw may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) **Meetings.** Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 25 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the Board of Directors in the resolutions authorizing the creation of the committee, a majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

**Section 26.                    Organization.** At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or if the President is absent, the most senior Vice President, (if a director) or, in the absence of any such person, a chairman of the meeting chosen by a majority of the directors present, shall preside over the meeting. The Secretary, or in his absence, any Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

## ARTICLE V

### OFFICERS

**Section 27.                    Officers Designated.** The officers of the corporation shall include, if and when designated by the Board of Directors, the Chief Executive Officer, the President, one or more Vice Presidents, the Secretary, the Chief Financial Officer, and the Treasurer, all of whom shall be elected at the annual organizational meeting of the Board of Directors. The Board of Directors may also appoint one or more Assistant Secretaries, Assistant Treasurers and such other officers and agents with such powers and duties as it shall deem necessary. The Board of Directors may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the corporation shall be fixed by or in the manner designated by the Board of Directors.

#### **Section 28.                    Tenure and Duties of Officers.**

**(a)                    General.** All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

**(b)                    Duties of Chairman of the Board of Directors.** The Chairman of the Board of Directors, when present, shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. If there is no President, then the Chairman of the Board of Directors shall also serve as the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in paragraph (c) of this Section 28.

(c) **Duties of President.** The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present. Unless some other officer has been elected Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The President shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(d) **Duties of Vice Presidents.** The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(e) **Duties of Secretary.** The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties provided for in these Bylaws and other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The President may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(f) **Duties of Chief Financial Officer.** The Chief Financial Officer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the President. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Chief Financial Officer shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The President may direct the Treasurer or any Assistant Treasurer to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Treasurer and Assistant Treasurer shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

**Section 29. Delegation of Authority.** The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

**Section 30. Resignations.** Any officer may resign at any time by giving notice in writing or by electronic transmission notice to the Board of Directors or to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.



**Section 31. Removal.** Any officer may be removed from office at any time, either with or without cause, by the affirmative vote of a majority of the directors in office at the time, or by the unanimous written consent of the directors in office at the time, or by any committee or superior officers upon whom such power of removal may have been conferred by the Board of Directors.

## ARTICLE VI

### EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

**Section 32. Execution of Corporate Instruments.** The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign on behalf of the corporation the corporate name without limitation, or to enter into contracts on behalf of the corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the corporation.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

**Section 33. Voting of Securities Owned by the Corporation.** All stock and other securities of other corporations owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

## ARTICLE VII

### SHARES OF STOCK

**Section 34. Form and Execution of Certificates.** The shares of the corporation shall be represented by certificates, or shall be uncertificated. Certificates for the shares of stock, if any, shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the corporation represented by certificate shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman of the Board of Directors, or the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

**Section 35. Lost Certificates.** A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The corporation may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or the owner's legal representative, to agree to indemnify the corporation in such manner as it shall require or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

**Section 36. Transfers.**

(a) Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and, in the case of stock represented by certificate, upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

**Section 37. Fixing Record Dates.**

(a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, subject to applicable law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within ten (10) days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

**Section 38. Registered Stockholders.** The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

## ARTICLE VIII

### OTHER SECURITIES OF THE CORPORATION

**Section 39. Execution of Other Securities.** All bonds, debentures and other corporate securities of the corporation, other than stock certificates (covered in Section 34), may be signed by the Chairman of the Board of Directors, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; *provided, however*, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

## ARTICLE IX

### DIVIDENDS

**Section 40. Declaration of Dividends.** Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation and applicable law, if any, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation and applicable law.

**Section 41. Dividend Reserve.** Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

## ARTICLE X

### FISCAL YEAR

**Section 42. Fiscal Year.** The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

## ARTICLE XI

### INDEMNIFICATION

#### Section 43. Indemnification of Directors, Executive Officers, Other Officers, Employees and Other Agents.

(a) **Directors and Executive Officers.** The corporation shall indemnify its directors and executive officers (for the purposes of this Article XI, “*executive officers*” shall have the meaning defined in Rule 3b-7 promulgated under the 1934 Act) to the fullest extent not prohibited by the DGCL or any other applicable law; *provided, however*, that the corporation may modify the extent of such indemnification by individual contracts with its directors and executive officers; and, *provided, further*, that the corporation shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Delaware General Corporation Law or any other applicable law or (iv) such indemnification is required to be made under subsection (d).

(b) **Other Officers, Employees and Other Agents.** The corporation shall have power to indemnify its other officers, employees and other agents as set forth in the DGCL or any other applicable law. The Board of Directors shall have the power to delegate the determination of whether indemnification shall be given to any such person, except executive officers, to such officers or other persons as the Board of Directors shall determine.

(c) **Expenses.** The corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or executive officer, of the corporation, or is or was serving at the request of the corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding, provided, however, that, if the DGCL requires, an advancement of expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 43 or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to paragraph (e) of this Bylaw, no advance shall be made by the corporation to an executive officer of the corporation (except by reason of the fact that such executive officer is or was a director of the corporation, in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by a majority vote of a quorum consisting of directors who were not parties to the proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority of such directors, even though less than a quorum, or (iii) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

**(d) Enforcement.** Without the necessity of entering into an express contract, all rights to indemnification and advances to directors

and executive officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or executive officer. Any right to indemnification or advances granted by this Bylaw to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the DGCL or any other applicable law for the corporation to indemnify the claimant for the amount claimed. In connection with any claim by an executive officer of the corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such executive officer is or was a director of the corporation) for advances, the corporation shall be entitled to raise as a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the DGCL or any other applicable law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by a director or executive officer to enforce a right to indemnification or to an advancement of expenses hereunder, the burden of proving that the director or executive officer is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the corporation.

**(e) Non-Exclusivity of Rights.** The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such

person may have or hereafter acquire under any applicable statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL or any other applicable law.

(f) **Survival of Rights.** The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director, or executive officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) **Insurance.** To the fullest extent permitted by the DGCL, or any other applicable law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Bylaw.

(h) **Amendments.** Any repeal or modification of this Bylaw shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation.

(i) **Saving Clause.** If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this Bylaw that shall not have been invalidated, or by any other applicable law. If this Section 43 shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the corporation shall indemnify each director and executive officer to the full extent under applicable law.

(j) **Certain Definitions.** For the purposes of this Bylaw, the following definitions shall apply:

(1) The term “**proceeding**” shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) The term “**expenses**” shall be broadly construed and shall include, without limitation, court costs, attorneys’ fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(3) The term the “**corporation**” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Bylaw with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

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(4) References to a “**director**,” “**executive officer**,” “**officer**,” “**employee**,” or “**agent**” of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(5) References to “**other enterprises**” shall include employee benefit plans; references to “**fines**” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “**serving at the request of the corporation**” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “**not opposed to the best interests of the corporation**” as referred to in this Bylaw.

## ARTICLE XII

### NOTICES

#### Section 44. Notices.

(a) **Notice to Stockholders.** Written notice to stockholders of stockholder meetings shall be given as provided in Section 7 herein. Without limiting the manner by which notice may otherwise be given effectively to stockholders under any agreement or contract with such stockholder, and except as otherwise required by law, written notice to stockholders for purposes other than stockholder meetings may be sent by United States mail or nationally recognized overnight courier, or by facsimile, telegraph or telex or by electronic mail or other electronic means.

(b) **Notice to Directors.** Any notice required to be given to any director may be given by the method stated in subsection (a), or as provided for in Section 21 of these Bylaws. If such notice is not delivered personally, it shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

(c) **Affidavit of Mailing.** An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected or other agent, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) **Methods of Notice.** It shall not be necessary that the same method of giving notice be employed in respect of all recipients of notice, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

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(e) **Notice to Person with Whom Communication Is Unlawful.** Whenever notice is required to be given, under any provision of law or of the Certificate of Incorporation or Bylaws of the corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(f) **Notice to Stockholders Sharing an Address.** Except as otherwise prohibited under DGCL, any notice given under the provisions of DGCL, the Certificate of Incorporation or the Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Such consent shall have been deemed to have been given if such stockholder fails to object in writing to the corporation within 60 days of having been given notice by the corporation of its intention to send the single notice. Any consent shall be revocable by the stockholder by written notice to the corporation.

## ARTICLE XIII

### AMENDMENTS

**Section 45. Amendments.** The Board of Directors is expressly empowered to adopt, amend or repeal Bylaws of the corporation. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the corporation; provided, however, that, in addition to any vote of the holders of any class or series of stock of the corporation required by law or by the Certificate of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class.

## ARTICLE XIV

### RIGHT OF FIRST REFUSAL

**Section 46. Right of First Refusal.** No stockholder shall sell, assign, pledge, or in any manner transfer any of the shares of stock of the corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transfer which meets the requirements hereinafter set forth in this bylaw:

(a) If the stockholder desires to sell or otherwise transfer any of his shares of stock, then the stockholder shall first give written notice thereof to the corporation. The notice shall name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer.



(b) For thirty (30) days following receipt of such notice, the corporation shall have the option to purchase all (but not less than all) of the shares specified in the notice at the price and upon the terms set forth in such notice; *provided, however*, that, with the consent of the stockholder, the corporation shall have the option to purchase a lesser portion of the shares specified in said notice at the price and upon the terms set forth therein. In the event of a gift, property settlement or other transfer in which the proposed transferee is not paying the full price for the shares, and that is not otherwise exempted from the provisions of this Section 46, the price shall be deemed to be the fair market value of the stock at such time as determined in good faith by the Board of Directors. In the event the corporation elects to purchase all of the shares or, with consent of the stockholder, a lesser portion of the shares, it shall give written notice to the transferring stockholder of its election and settlement for said shares shall be made as provided below in paragraph (d).

(c) The corporation may assign its rights hereunder.

(d) In the event the corporation and/or its assignee(s) elect to acquire any of the shares of the transferring stockholder as specified in said transferring stockholder's notice, the Secretary of the corporation shall so notify the transferring stockholder and settlement thereof shall be made in cash within thirty (30) days after the Secretary of the corporation receives said transferring stockholder's notice; provided that if the terms of payment set forth in said transferring stockholder's notice were other than cash against delivery, the corporation and/or its assignee(s) shall pay for said shares on the same terms and conditions set forth in said transferring stockholder's notice.

(e) In the event the corporation and/or its assignees(s) do not elect to acquire all of the shares specified in the transferring stockholder's notice, said transferring stockholder may, within the sixty-day period following the expiration or waiver of the option rights granted to the corporation and/or its assignees(s) herein, transfer the shares specified in said transferring stockholder's notice which were not acquired by the corporation and/or its assignees(s) as specified in said transferring stockholder's notice. All shares so sold by said transferring stockholder shall continue to be subject to the provisions of this bylaw in the same manner as before said transfer.

(f) Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the provisions of this bylaw:

(1) A stockholder's transfer of any or all shares held either during such stockholder's lifetime or on death by will or intestacy to such stockholder's immediate family or to any custodian or trustee for the account of such stockholder or such stockholder's immediate family or to any limited partnership of which the stockholder, members of such stockholder's immediate family or any trust for the account of such stockholder or such stockholder's immediate family will be the general or limited partner(s) of such partnership. "***Immediate family***" as used herein shall mean spouse, lineal descendant, father, mother, brother, or sister of the stockholder making such transfer.

(2) A stockholder's bona fide pledge or mortgage of any shares with a commercial lending institution, provided that any subsequent transfer of said shares by said institution shall be conducted in the manner set forth in this bylaw.

(3) A stockholder's transfer of any or all of such stockholder's shares to the corporation or to any other stockholder of the corporation.

(4) A stockholder's transfer of any or all of such stockholder's shares to a person who, at the time of such transfer, is an officer or director of the corporation.

(5) A corporate stockholder's transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, reclassification of shares or capital reorganization of the corporate stockholder, or pursuant to a sale of all or substantially all of the stock or assets of a corporate stockholder.

(6) A corporate stockholder's transfer of any or all of its shares to any or all of its stockholders.

(7) A transfer by a stockholder which is a limited or general partnership to any or all of its partners or former partners in accordance with partnership interests.

In any such case, the transferee, assignee, or other recipient shall receive and hold such stock subject to the provisions of this bylaw, and there shall be no further transfer of such stock except in accord with this bylaw.

(g) The provisions of this bylaw may be waived with respect to any transfer either by the corporation, upon duly authorized action of its Board of Directors, or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation (excluding the votes represented by those shares to be transferred by the transferring stockholder). This bylaw may be amended or repealed either by a duly authorized action of the Board of Directors or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation.

(h) Any sale or transfer, or purported sale or transfer, of securities of the corporation shall be null and void unless the terms, conditions, and provisions of this bylaw are strictly observed and followed.

(i) The foregoing right of first refusal shall terminate on either of the following dates, whichever shall first occur:

(1) On September 28, 2020; or

(2) Upon the date securities of the corporation are first offered to the public pursuant to a registration statement filed with, and declared effective by, the United States Securities and Exchange Commission under the Securities Act of 1933, as amended.

**(j)** The certificates representing shares of stock of the corporation shall bear on their face the following legend so long as the foregoing right of first refusal remains in effect:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE BYLAWS OF THE CORPORATION.”

## **ARTICLE XV**

### **LOANS TO OFFICERS**

**Section 47. Loans to Officers.** Except as otherwise prohibited under applicable law, the corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a Director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these Bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

## **ARTICLE XVI**

### **MISCELLANEOUS**

#### **Section 48. Annual Report.**

**(a)** Subject to the provisions of paragraph (b) of this Bylaw, the Board of Directors shall cause an annual report to be sent to each stockholder of the corporation not later than one hundred twenty (120) days after the close of the corporation's fiscal year. Such report shall include a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation. When there are more than 100 stockholders of record of the corporation's shares, as determined by Section 605 of the CGCL, additional information as required by Section 1501(b) of the CGCL shall also be contained in such report, provided that if the corporation has a class of securities registered under Section 12 of the 1934 Act, the 1934 Act shall take precedence. Such report shall be sent to stockholders at least fifteen (15) days prior to the next annual meeting of stockholders after the end of the fiscal year to which it relates.

**(b)** If and so long as there are fewer than 100 holders of record of the corporation's shares, the requirement of sending of an annual report to the stockholders of the corporation is hereby expressly waived.

## ATRECA, INC.

## AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

THIS AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT (the “*Agreement*”) is entered into as of September 5, 2018, by and among **Atreca, Inc.**, a Delaware corporation (the “*Company*”), and the investors listed on Exhibit A hereto, referred to hereinafter as the “*Investors*” and each individually as an “*Investor*.”

## RECITALS

WHEREAS, certain of the Investors are purchasing shares of the Company’s Series C1 Preferred Stock and Series C2 Preferred Stock (collectively, the “*Series C Stock*”) pursuant to that certain Series C Preferred Stock Purchase Agreement (the “*Purchase Agreement*”), dated as of September 4, 2018 (the “*Financing*”);

WHEREAS, the obligations in the Purchase Agreement are conditioned upon the execution and delivery of this Agreement;

WHEREAS, certain of the Investors (the “*Prior Investors*”) are holders of the Company’s Series A Preferred Stock (the “*Series A Stock*”) and Series B Preferred Stock (the “*Series B Stock*”);

WHEREAS, the Prior Investors and the Company are parties to an Investor Rights Agreement dated August 10, 2017 (the “*Prior Agreement*”);

WHEREAS, the parties to the Prior Agreement desire to amend and restate the Prior Agreement and accept the rights and covenants hereof in lieu of their rights and covenants under the Prior Agreement; and

WHEREAS, in connection with the consummation of the Financing, the parties desire to enter into this Agreement in order to grant registration rights, information rights and other rights to the Investors as set forth below.

## AGREEMENT

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## SECTION 1. GENERAL.

1.1 **Definitions.** As used in this Agreement the following terms shall have the following respective meanings:

(a) **“Affiliate”** and its correlative terms mean, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, investment adviser, officer, or director or trustee of such Person or any venture capital, registered investment company or other investment fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company or investment adviser with, such Person.

(b) **“Class A Common Stock”** means Class A Common Stock, \$0.0001 per share, of the Company.

(c) **“Class B Common Stock”** means Class B Common Stock, \$0.0001 per share, of the Company.

(d) **“Common Stock”** means Class A Common Stock and Class B Common Stock.

(e) **“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

(f) **“Form S-3”** means such form under the Securities Act as in effect on the date hereof or any successor or similar registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(g) **“Holder”** means any person owning of record Registrable Securities that have not been sold to the public or any assignee of record of such Registrable Securities in accordance with Section 2.9 hereof.

(h) **“Initial Offering”** means the Company’s first firm commitment underwritten public offering of its Common Stock registered under the Securities Act.

(i) **“Major Investor”** means each Investor who holds (individually or together with its Affiliates) at least 515,400 shares of Series B Stock (as adjusted for stock splits, stock dividends, stock combinations and the like) or at least 1,931,300 shares of Series C Stock (as adjusted for stock splits, stock dividends, stock combinations and the like).

(j) **“Person”** means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(k) **“Register,” “registered,” and “registration”** refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

(l) **“Registrable Securities”** means (a) Class A Common Stock of the Company issuable or issued upon conversion of the Shares and (b) any Class A Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, such above-described securities. Notwithstanding the foregoing Registrable Securities shall not include any securities (i) sold by a person to the public either pursuant to a registration statement or Rule 144 or (ii) sold in a private transaction in which the transferor’s rights under Section 2 of this Agreement are not assigned.

(m) **“Registrable Securities then outstanding”** shall be the number of shares of the Company’s Common Stock that are Registrable Securities and either (a) are then issued and outstanding or (b) are issuable pursuant to then exercisable or convertible securities.

(n) **“Registration Expenses”** shall mean all expenses incurred by the Company in complying with Sections 2.2, 2.3 and 2.4 hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements not to exceed twenty-five thousand dollars (\$25,000) of a single special counsel for the Holders, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

(o) **“Registration Rights Agreement”** means an agreement in substantially the form attached hereto as Exhibit B.

(p) **“Rule 144”** means Rule 144 of the Securities Act (as defined below).

(q) **“SEC”** or **“Commission”** means the Securities and Exchange Commission.

(r) **“Securities Act”** shall mean the Securities Act of 1933, as amended.

(s) **“Selling Expenses”** shall mean all underwriting discounts and selling commissions applicable to the sale.

(t) **“Shares”** shall mean the Company’s Series A Stock, Series B Stock and/or Series C Stock held from time to time by the Investors listed on Exhibit A hereto and their permitted assigns and the Series A Stock issuable upon exercise of the Warrants.

(u) **“Special Registration Statement”** shall mean (i) a registration statement relating to any employee benefit plan or (ii) with respect to any corporate reorganization or transaction under Rule 145 of the Securities Act, any registration statements related to the issuance or resale of securities issued in such a transaction or (iii) a registration related to stock issued upon conversion of debt securities.

(v) **“Warrants”** shall mean that certain warrant to purchase Series A Stock held by Brookline Group, LLC, an Alabama limited liability company, dated November 23, 2015.

(w) **“Wellington Investor”** means Hadley Harbor Master Investors (Cayman) II L.P.

## SECTION 2. REGISTRATION; RESTRICTIONS ON TRANSFER.

### 2.1 Restrictions on Transfer.

(a) Each Holder agrees not to make any disposition of all or any portion of the Shares or Registrable Securities unless and until:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) (A) The transferee has agreed in writing to be bound by the terms of this Agreement, (B) such Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if reasonably requested by the Company, such Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144, except in unusual circumstances. After its Initial Offering, the Company will not require any transferee pursuant to Rule 144 to be bound by the terms of this Agreement if the shares so transferred do not remain Registrable Securities hereunder following such transfer.

(b) Notwithstanding the provisions of subsection (a) above, no such restriction shall apply to a transfer by a Holder (i) to any Affiliate, or (ii) that is (A) a partnership transferring to its partners or former partners in accordance with partnership interests, (B) a corporation transferring to a wholly-owned subsidiary or a parent corporation that owns all of the capital stock of the Holder, (C) a limited liability company transferring to its members or former members in accordance with their interest in the limited liability company, or (D) an individual transferring to the Holder's family member or trust for the benefit of an individual Holder; *provided* that in each case the transferee will agree in writing to be subject to the terms of this Agreement to the same extent as if he were an original Holder hereunder.

(c) Each certificate representing Shares or Registrable Securities shall be stamped or otherwise imprinted with legends substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN INVESTOR RIGHTS AGREEMENT BY AND BETWEEN THE STOCKHOLDER AND THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(d) The Company shall be obligated to reissue promptly unlegended certificates at the request of any Holder thereof if the Company has completed its Initial Offering and the Holder shall have obtained an opinion of counsel (which counsel may be counsel to the Company) reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be so disposed of without registration, qualification and legend, *provided that* the second legend listed above shall be removed only at such time as the Holder of such certificate is no longer subject to any restrictions hereunder.

(e) Any legend endorsed on an instrument pursuant to applicable state securities laws and the stop-transfer instructions with respect to such securities shall be removed upon receipt by the Company of an order of the appropriate blue sky authority authorizing such removal.

## 2.2 Demand Registration.

(a) Subject to the conditions of this Section 2.2, if the Company shall receive a written request from the Holders of at least fifty percent (50%) of the Registrable Securities (the “**Initiating Holders**”) that the Company file a registration statement under the Securities Act covering the registration of the Registrable Securities then outstanding having an aggregate offering price of at least \$15,000,000, then the Company shall, within thirty (30) days of the receipt thereof, give written notice of such request to all Holders, and subject to the limitations of this Section 2.2, effect, as expeditiously as reasonably possible, the registration under the Securities Act of all Registrable Securities that all Holders request to be registered.

(b) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.2 or any request pursuant to Section 2.4 and the Company shall include such information in the written notice referred to in Section 2.2(a) or Section 2.4(a), as applicable. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder’s participation in such underwriting and the inclusion of such Holder’s Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities held by all Initiating Holders (which underwriter or underwriters shall be reasonably acceptable to the Company). Notwithstanding any other provision of this Section 2.2 or Section 2.4, if the underwriter advises the Company that marketing factors require a limitation of the number of securities to be underwritten (including Registrable Securities) then the Company shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such Registrable Securities on a *pro rata* basis based on the number of Registrable Securities held by all such Holders (including the Initiating Holders); *provided, however*, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities of the Company are first entirely excluded from the underwriting and registration. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.



(c) The Company shall not be required to effect a registration pursuant to this Section 2.2:

(i) prior to the fourth (4th) anniversary of the date of this Agreement;

(ii) after the Company has effected two (2) registrations pursuant to this Section 2.2, and such registrations have been declared or ordered effective;

(iii) during the Lockup Period (as defined below), other than pursuant to a Special Registration Statement; *provided* that the Company makes reasonable good faith efforts to cause such registration statement to become effective;

(iv) if within thirty (30) days of receipt of a written request from Initiating Holders pursuant to Section 2.2(a), the Company gives notice to the Holders of the Company's intention to file a registration statement for a public offering, other than pursuant to a Special Registration Statement, within ninety (90) days;

(v) if the Company shall furnish to Holders requesting a registration statement pursuant to this Section 2.2 a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its stockholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; *provided* that such right to delay a request shall be exercised by the Company not more than twice in any twelve (12) month period;

(vi) if Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Section 2.4 below; or

(vii) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

(d) A registration shall not be counted as "effected" for purposes of this Section 2.2 until such time as the applicable registration statement has been declared effective by the SEC, or unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to Subsection 2.5 (other than as a result of a material adverse change to the Company), in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Section 2.2.

**2.3 Piggyback Registrations.** The Company shall notify all Holders of Registrable Securities in writing at least fifteen (15) days prior to the filing of any registration statement under the Securities Act for purposes of a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding Special Registration Statements) and will afford each such Holder an opportunity to include in such registration statement all or part of such Registrable Securities held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall, within fifteen (15) days after the above-described notice from the Company, so notify the Company in writing. Such notice shall state the intended method of disposition of the Registrable Securities by such Holder. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

**(a) Underwriting.** If the registration statement of which the Company gives notice under this Section 2.3 is for an underwritten offering, the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder to include Registrable Securities in a registration pursuant to this Section 2.3 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. Notwithstanding any other provision of this Agreement, if the Company determines in good faith, based on consultation with the underwriter, that marketing factors require a limitation of the number of shares to be underwritten, the number of shares that may be included in the underwriting shall be allocated, first, to the Company; second, to the Holders on a *pro rata* basis based on the total number of Registrable Securities held by the Holders; and third, to any stockholder of the Company (other than a Holder) on a *pro rata* basis; provided, however, that no such reduction shall reduce the amount of securities of the selling Holders included in the registration below twenty percent (20%) of the total amount of securities included in such registration, unless such offering is the Initial Offering and such registration does not include shares of any other selling stockholders, in which event any or all of the Registrable Securities of the Holders may be excluded in accordance with the immediately preceding clause. In no event will shares of any other selling stockholder be included in such registration that would reduce the number of shares which may be included by Holders without the written consent of Holders of not less than a majority of the Registrable Securities proposed to be sold in the offering. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Holder which is a partnership, limited liability company or corporation, the partners, retired partners, members, retired members and stockholders of such Holder, or the estates and family members of any such partners, retired partners, members and retired members and any trusts for the benefit of any of the foregoing person shall be deemed to be a single "Holder," and any *pro rata* reduction with respect to such "Holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "Holder," as defined in this sentence.

**(b) Right to Terminate Registration.** The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.3 whether or not any Holder has elected to include securities in such registration, and shall promptly notify any Holder that has elected to include shares in such registration of such termination or withdrawal. The Registration Expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2.5 hereof.

**2.4 Form S-3 Registration.** In case the Company shall receive from the holders of at least thirty percent (30%) of the then-outstanding Registrable Securities a written request or requests that the Company effect a registration on Form S-3 (or any successor to Form S-3) or any similar short-form registration statement and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, the Company will:

**(a)** promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders of Registrable Securities; and

**(b)** as soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holder's or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; *provided, however*, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.4:

**(i)** if Form S-3 is not available for such offering by the Holders, or

**(ii)** if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than three million dollars (\$3,000,000), or

**(iii)** if within thirty (30) days of receipt of a written request from any Holder or Holders pursuant to this Section 2.4, the Company gives notice to such Holder or Holders of the Company's intention to make a public offering within ninety (90) days, other than pursuant to a Special Registration Statement;

**(iv)** if the Company shall furnish to the Holders a certificate signed by the Chairman of the Board of Directors of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its stockholders for such Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than ninety (90) days after receipt of the request of the Holder or Holders under this Section 2.4; *provided*, that such right to delay a request shall be exercised by the Company not more than twice in any twelve (12) month period, or

(v) if the Company has within the twelve (12) month period preceding the date of such request, already effected two (2) registrations on Form S-3 for the Holders pursuant to this Section 2.4, or

(vi) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

(c) Subject to the foregoing, the Company shall file a Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the requests of the Holders. Registrations effected pursuant to this Section 2.4 shall not be counted as demands for registration or registrations effected pursuant to Section 2.2.

**2.5 Expenses of Registration.** Except as specifically provided herein, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Section 2.2, 2.3 or 2.4 herein shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the holders of the securities so registered *pro rata* on the basis of the number of shares so registered. The Company shall not, however, be required to pay for expenses of any registration proceeding begun pursuant to Section 2.2 or 2.4, the request of which has been subsequently withdrawn by the Initiating Holders unless (a) the withdrawal is based upon material adverse information concerning the Company of which the Initiating Holders were not aware at the time of such request or (b) the Holders of a majority of Registrable Securities agree to deem such registration to have been effected as of the date of such withdrawal for purposes of determining whether the Company shall be obligated pursuant to Section 2.2(c) or 2.4(b)(5), as applicable, to undertake any subsequent registration, in which event such right shall be forfeited by all Holders). If the Holders are required to pay the Registration Expenses, such expenses shall be borne by the holders of securities (including Registrable Securities) requesting such registration in proportion to the number of shares for which registration was requested. If the Company is required to pay the Registration Expenses of a withdrawn offering pursuant to clause (a) above, then such registration shall not be deemed to have been effected for purposes of determining whether the Company shall be obligated pursuant to Section 2.2(c) or 2.4(b)(5), as applicable, to undertake any subsequent registration.

**2.6 Obligations of the Company.** Whenever required to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use all reasonable efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for up to thirty (30) days or, if earlier, until the Holder or Holders have completed the distribution related thereto; provided, however, that at any time, upon written notice to the participating Holders and for a period not to exceed sixty (60) days thereafter (the “**Suspension Period**”), the Company may delay the filing or effectiveness of any registration statement or suspend the use or effectiveness of any registration statement (and the Initiating Holders hereby agree not to offer or sell any Registrable Securities pursuant to such registration statement during the Suspension Period) if the Company reasonably believes that there is or may be in existence material nonpublic information or events involving the Company, the failure of which to be disclosed in the prospectus included in the registration statement could result in a Violation (as defined below). In the event that the Company shall exercise its right to delay or suspend the filing or effectiveness of a registration hereunder, the applicable time period during which the registration statement is to remain effective shall be extended by a period of time equal to the duration of the Suspension Period. The Company may extend the Suspension Period for an additional consecutive sixty (60) days with the consent of the Holders of fifty percent (50%) of the Registrable Securities registered under the applicable registration statement, which consent shall not be unreasonably withheld. If so directed by the Company, all Holders registering shares under such registration statement shall (i) not offer to sell any Registrable Securities pursuant to the registration statement during the period in which the delay or suspension is in effect after receiving notice of such delay or suspension; and (ii) use their best efforts to deliver to the Company (at the Company’s expense) all copies, other than permanent file copies then in such Holders’ possession, of the prospectus relating to such Registrable Securities current at the time of receipt of such notice. Notwithstanding the foregoing, the Company shall not be required to file, cause to become effective or maintain the effectiveness of any registration statement other than a registration statement on Form S-3 that contemplates a distribution of securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above.

(c) Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.

(d) Use its reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

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(f) Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The Company will use reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Use its reasonable efforts to furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and (ii) a letter, dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering addressed to the underwriters.

## **2.7 Delay of Registration; Furnishing Information.**

(a) No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

(b) It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.2, 2.3 or 2.4 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to effect the registration of their Registrable Securities.

(c) The Company shall have no obligation with respect to any registration requested pursuant to Section 2.2 or Section 2.4 if the number of shares or the anticipated aggregate offering price of the Registrable Securities to be included in the registration does not equal or exceed the number of shares or the anticipated aggregate offering price required to originally trigger the Company's obligation to initiate such registration as specified in Section 2.2 or Section 2.4, whichever is applicable.

## **2.8 Indemnification.** In the event any Registrable Securities are included in a registration statement under Sections 2.2, 2.3 or 2.4:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners, members, officers, directors, trustees and investment advisers of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**") by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated by reference therein, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; and the Company will reimburse each such Holder, partner, member, officer, director, investment adviser, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided however*, that the indemnity agreement contained in this Section 2.8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, member, officer, director, trustee, investment adviser, underwriter or controlling person of such Holder.

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(b) To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, trustees, officers, or investment advisers or any person who controls such Holder, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling person, underwriter or other such Holder, or partner, director, trustee, officer, investment adviser, or controlling person of such other Holder may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any of the following statements: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated reference therein, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act (collectively, a "**Holder Violation**"), in each case to the extent (and only to the extent) that such Holder Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be specifically for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, or partner, officer, director, trustee, investment adviser, or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Holder Violation; *provided, however*, that the indemnity agreement contained in this Section 2.8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; *provided further*, that in no event shall any indemnity under this Section 2.8(b), when combined with any contribution under Section 2.8(d), exceed the net proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.8 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.8, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses thereof to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.8 to the extent, and only to the extent, prejudicial to its ability to defend such action, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.8.

(d) If the indemnification provided for in this Section 2.8 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) or Holder Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided, that* in no event shall any contribution by a Holder under this Section 2.8(d), when combined with any indemnity under Section 2.8(b), exceed the net proceeds from the offering received by such Holder.

(e) The obligations of the Company and Holders under this Section 2.8 shall survive completion of any offering of Registrable Securities in a registration statement and, with respect to liability arising from an offering to which this Section 2.8 would apply that is covered by a registration filed before termination of this Agreement, such termination. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

**2.9 Assignment of Registration Rights.** The rights to cause the Company to register Registrable Securities pursuant to this Section 2 may be assigned by a Holder to a transferee or assignee of Registrable Securities (for so long as such shares remain Registrable Securities) that (a) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member, or stockholder of a Holder that is a corporation, partnership or limited liability company, (b) is a Holder's family member or trust for the benefit of an individual Holder, or (c) acquires at least fifty thousand (50,000) shares of Registrable Securities (as adjusted for stock splits and combinations); or (d) is an Affiliate of such Holder; *provided, however*, (i) the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned and (ii) such transferee shall agree to be subject to all restrictions set forth in this Agreement.

**2.10 Market Stand-Off Agreement.** Each Holder hereby agrees that such Holder shall not, without the prior written consent of the managing underwriter, sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock (or other securities) of the Company held by such Holder (other than those included in the registration or purchased in the Initial Offering or on the open market after the Initial Offering) during the 180-day period following the effective date of the Initial Offering (or such longer period as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation, such period of time, the "**Lockup Period**"); provided, that, with respect to the above, all officers and directors of the Company and holders of at least one percent (1%) of the Company's voting securities are bound by and have entered into similar agreements. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Holders subject to such agreements, based on the number of shares subject to such agreements, except that, notwithstanding the foregoing, the Company and the underwriters may, in their sole discretion, waive or terminate these restrictions with respect to up to one percent (1%) of the Common Stock (calculated on an as-converted basis). In the event of a waiver or termination of the restrictions set forth in this Section with respect to up to one percent (1%) of the Common Stock (calculated on an as-converted basis) as provided for in the immediately preceding sentence, the Company shall deliver a notice to each Investor at least five (5) days before such waiver or termination is granted indicating the name of the Holder or Holders whose Common Stock is the subject of such waiver or termination, and the reason for such waiver or termination.

**2.11 Agreement to Furnish Information.** Each Holder agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriters that are consistent with the Holder's obligations under Section 2.10 or that are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, each Holder shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act, but only to the extent that such information (x) is requested by the staff of the SEC to be included in such registration statement or (y) is otherwise required by law, rule or regulation to be included in such registration statement. The obligations described in Section 2.10 and this Section 2.11 shall not apply to a Special Registration Statement. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to such shares of Common Stock (or other securities) until the end of such period. Each Holder agrees that any transferee of any shares of Registrable Securities shall be bound by Sections 2.10 and 2.11. The underwriters of the Company's stock are intended third party beneficiaries of Sections 2.10 and 2.11 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.



**2.12 Rule 144 Reporting.** With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its best efforts to:

(a) Make and keep adequate current public information available, as those terms are understood and defined in Rule 144 or any similar or analogous rule promulgated under the Securities Act, at all times after the effective date of the first registration filed by the Company for an offering of its securities to the general public;

(b) File with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act; and

(c) So long as a Holder owns any Registrable Securities, furnish to such Holder forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of said Rule 144, and of the Exchange Act (at any time after it has become subject to such reporting requirements); a copy of the most recent annual or quarterly report of the Company filed with the Commission; and such other reports and documents as a Holder may reasonably request in connection with availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration.

**2.13 Termination of Registration Rights.** The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Section 2.2, Section 2.3, or Section 2.4 hereof shall terminate upon the earlier of: (i) the date seven (7) years following the Initial Offering; (ii) consummation of any Acquisition or Asset Transfer (each as defined in the Company's Amended and Restated Certificate of Incorporation as in effect from time to time), or (iii) such time as such Holder, as reflected on the Company's list of stockholders, holds less than 1% of the Company's outstanding Common Stock (treating all shares of Preferred Stock on an as converted basis), the Company has completed its Initial Offering and all Registrable Securities of the Company issuable or issued upon conversion of the Shares held by and issuable to such Holder (and its Affiliates) may be sold pursuant to Rule 144 during any ninety (90) day period. Upon such termination, such shares shall cease to be "Registrable Securities" hereunder for all purposes.

## SECTION 3. COVENANTS OF THE COMPANY.

### 3.1 Basic Financial Information and Reporting.

(a) The Company will maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied (except as noted therein), and will set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied.

(b) The Company will furnish or make available by electronic transmission (including a virtual dataroom or similar facility) to each Investor both (x) the unaudited balance sheet of the Company, as at the end of such fiscal year, and a statement of income and a statement of cash flows of the Company, for such year, in each case within 90 days after the end of such fiscal year and (y) the audited balance sheet of the Company, as at the end of such fiscal year, and a statement of income and a statement of cash flows of the Company, for such year, in each case within 150 days after the end of such fiscal year, all prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein) and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, with such audited financial statements being audited and certified by independent public accountants of nationally recognized standing selected by the Company.

(c) To the extent requested by an Investor, the Company will furnish or make available by electronic transmission (including a virtual dataroom or similar facility) to such Investor, as soon as practicable, but in any event within forty-five (45) days after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company a balance sheet of the Company as of the end of each such quarterly period, and a statement of income and a statement of cash flows of the Company for such period and for the current fiscal year to date, prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made.

**3.2 Inspection Rights.** Each Major Investor shall have the right, upon reasonable advance written request, to visit and inspect any of the properties of the Company and to discuss the affairs, finances and accounts of the Company with its officers, and to review such information as is reasonably requested all at such reasonable times and as often as may be reasonably requested; *provided, however*, that the Company shall not be obligated under this Section 3.2 with respect to a competitor of the Company (as determined in good faith by the Board of Directors) or with respect to information which the Board of Directors determines in good faith is confidential or attorney-client privileged and should not, therefore, be disclosed.

**3.3 Confidentiality of Records.** Each Investor agrees to use the same degree of care, but no less than a commercially reasonable degree of care, as such Investor uses to protect confidential information of a similar nature about other companies in which such Investor invests to keep confidential any information furnished to such Investor that the Company identifies as being confidential or proprietary (so long as such information is not in the public domain), except that such Investor may disclose such proprietary or confidential information (i) (A) to any Affiliate, partner (and partners of such partner), member, stockholder, subsidiary or parent of such Investor, or any prospective partner, member or stockholder of the Investor or any subsequent partnership under common investment management in the ordinary course of business, as long as such Affiliate, partner (and partners of such partner), member, stockholder, subsidiary, parent or prospective partner is advised by such Investor that such information is confidential and directs such Person to maintain the confidentiality of such information and such Person uses no less than a commercially reasonable degree of care to maintain the confidentiality of such information; (B) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company provided such recipients are bound by confidentiality obligations no less stringent than those set forth herein; (C) solely to the extent specific information is required to be disclosed in compliance with filings required by the SEC or solely to the extent specific information is required to be disclosed to comply with the commercially reasonable accounting practices and tax filings of such Investor, in either event such disclosure shall be limited only to specific information required; and (D) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Section 3.3; (ii) at such time as it enters the public domain through no fault of such Investor; (iii) that is communicated to it free of any obligation of confidentiality; (iv) that is developed by Investor or its agents independently of and without reference to any confidential information communicated by the Company; or (v) as required by applicable law or regulatory authority.

**3.4 Management Meetings.** The Company shall make its members of senior management available to meet with representatives of the Wellington Investor at least once per quarter at the Company's facilities at mutually agreeable times to discuss business issues, management's proposed operating plans, and progress in achieving such plans.

**3.5 Major Investor Form S-3 Registration Agreement.** Following the closing of a Qualified IPO (as defined in the Company's Amended and Restated Certificate of Incorporation), upon or after the expiration of the Lockup Period, if the Company shall receive a written request from any Major Investor who may be deemed an affiliate (as defined in Rule 144), the Company agrees to enter into a Registration Rights Agreement with such Major Investor. In the event any Registration Rights Agreement is entered into, and any demand for registration is made pursuant thereto, it will be deemed to be a demand for registration pursuant to the relevant section(s) of this Agreement for so long as such rights exist pursuant to this Agreement.

**3.6 Termination of Covenants.** All covenants of the Company contained in Section 3 of this Agreement (other than the provisions of Section 3.3 and 3.5) shall expire and terminate as to each Investor upon the earlier of (i) the effective date of the registration statement pertaining to an Initial Offering, (ii) such time the Company becomes subject to the reporting requirements of the Exchange Act or (iii) upon the consummation of any Acquisition or Asset Transfer; provided, that, with respect to clause (iii), the covenants set forth in Sections 3.1(b) and 3.1(c) shall only terminate if the consideration received by the Investors in such Acquisition or Asset Transfer is in the form of cash and/or publicly traded securities unless the Investors receive financial information from the acquiring company or other successor to the Company comparable to those set forth in Sections 3.1(b) and 3.1(c). Section 3.5 of this Agreement shall terminate upon the earlier of (i) such time as such Major Investor is no longer a Major Investor, or (ii) such time as such Major Investor, as reflected on the Company's list of stockholders, holds less than 1% of the Company's outstanding Common Stock (treating all shares of Preferred Stock on an as converted basis), the Company has completed its Initial Offering and all Registrable Securities of the Company issuable or issued upon conversion of the Shares held by and issuable to such Major Investor may be sold pursuant to Rule 144 during any ninety (90) day period.

#### SECTION 4. COVENANT OF THE INVESTORS.

**4.1 Commerce Department Compliance.** The Company may be required to file reports with the Bureau of Economic Analysis (the “*BEA*”) of the US Commerce Department when a US affiliate of a foreign Investor if such foreign Investor, together with its affiliates, directly or indirectly controls ten percent (10%) or more of the voting securities of the Company. Such foreign Investor that is a foreign individual or entity or a US subsidiary or affiliate of a foreign parent covenants to provide information necessary for the Company to comply with BEA filings required under the International Investment and Trade in Services Act.

#### SECTION 5. RIGHTS OF FIRST REFUSAL

**5.1 Subsequent Offerings.** Subject to applicable securities laws, each Major Investor, except Baker Bros. Advisors LP so long as it continues to have rights of first refusal pursuant to the Letter Agreement (as defined in Purchase Agreement), shall have a right of first refusal to purchase its *pro rata* share of all Equity Securities, as defined below, that the Company may, from time to time, propose to sell and issue after the date of this Agreement, other than the Equity Securities excluded by Section 5.7 hereof. Each Investor’s *pro rata* share is equal to the ratio of (a) the number of shares of the Company’s Common Stock (including all shares of Common Stock issuable or issued upon conversion of the Shares) of which such Investor is deemed to be a holder immediately prior to the issuance of such Equity Securities to (b) the total number of shares of the Company’s outstanding Common Stock (including all shares of Common Stock issued or issuable upon conversion of the Preferred Stock or upon the exercise of any outstanding warrants or options) immediately prior to the issuance of the Equity Securities. The term “*Equity Securities*” shall mean (i) any Common Stock, Preferred Stock or other security of the Company, (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Common Stock, Preferred Stock or other security (including any option to purchase such a convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other security or (iv) any such warrant or right.

**5.2 Exercise of Rights.** If the Company proposes to issue any Equity Securities, it shall give each Major Investor written notice of its intention, describing the Equity Securities, the price and the terms and conditions upon which the Company proposes to issue the same. Each Major Investor shall have fifteen (15) days from the giving of such notice to agree to purchase its *pro rata* share of the Equity Securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the quantity of Equity Securities to be purchased. Notwithstanding the foregoing, the Company shall not be required to offer or sell such Equity Securities to any Major Investor who would cause the Company to be in violation of applicable federal securities laws by virtue of such offer or sale.

**5.3 Issuance of Equity Securities to Other Persons.** The Company shall have ninety (90) days after the expiration of the 15 day period referred to in Section 5.2 above to sell the Equity Securities (if any) in respect of which the Major Investor's rights were not exercised, subject to Baker Bros. rights pursuant to the Letter Agreement, at a price not lower and upon general terms and conditions not materially more favorable to the purchasers thereof than specified in the Company's notice to the Major Investors pursuant to Section 5.2 hereof. If the Company has not sold such Equity Securities within ninety (90) days after the expiration of the 15 day period referred to in Section 5.2 above, the Company shall not thereafter issue or sell any Equity Securities, without first offering such securities to the Major Investors in the manner provided above. In lieu of giving notice to each Major Investor prior to the issuance of Equity Securities as provided herein, the Company may elect to give notice to each Major Investor within thirty (30) days after the issuance of Equity Securities. Such notice shall describe the type, price and terms of the Equity Securities. Each Major Investor shall have twenty (20) days from the date of receipt of such notice to elect to purchase up to the number of shares that would, if purchased by such Major Investor, maintain the Major Investor's *pro rata* share of the Company's equity securities. The closing of such sale shall occur within sixty (60) days of the date of notice to such Major Investor.

**5.4 Termination and Waiver of Rights of First Refusal.** The rights of first refusal established by this Section 5 shall not apply to, and shall terminate upon the earlier of (i) the effective date of the registration statement pertaining to the Initial Offering or (ii) an Acquisition. Notwithstanding Section 6.7 hereof, the rights of first refusal established by this Section 5 may be amended, or any provision waived with and only with the written consent of the Company and the Major Investors holding a majority of the Registrable Securities held by all Major Investors, or as permitted by Section 6.7. In the event that the rights of a Major Investor to purchase Equity Securities under this Section 5 are waived with respect to a particular offering of Equity Securities without such Major Investor's prior written consent (a "***Waived Investor***") and any Major Investor that participated in waiving such rights actually purchases Equity Securities in such offering, then the Company shall grant, and hereby grants, each Waived Investor the right to purchase, in a subsequent closing of such issuance on substantially the same terms and conditions, the same percentage of its full pro rata share of such Equity Securities as the highest percentage of any such purchasing Major Investor.

**5.5 Assignment of Rights of First Refusal.** The rights of first refusal of each Major Investor under this Section 5 may be assigned to the same parties, subject to the same restrictions as any transfer of registration rights pursuant to Section 2.9.

**5.6 Excluded Securities.** The rights of first refusal established by this Section 5 shall have no application to issuances of:

- (a) Exempted Securities (as defined in the Company's Amended and Restated Certificate of Incorporation);

(b) any Equity Securities that are issued by the Company pursuant to a registration statement filed under the Securities Act; and

(c) shares (as adjusted for stock splits, stock dividends, stock combinations and the like) of the Series C Stock issuable pursuant to the Purchase Agreement.

## **SECTION 6. MISCELLANEOUS.**

**6.1 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and to be performed entirely within Delaware, without reference to conflicts of laws or principles thereof. The parties agree that any action brought by either party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the exclusive jurisdiction and venue of, any state or federal court located in the State of Delaware.

**6.2 Successors and Assigns.** Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors, and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of Registrable Securities from time to time; *provided, however*, that prior to the receipt by the Company of adequate written notice of the transfer of any Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends or any redemption price.

### **6.3 Side Letter Agreement.**

(a) Notwithstanding any provision of this Agreement, in the event of a conflict between any other Related Agreement (as defined in the Purchase Agreement) and the Side Letter Agreement dated August 21, 2015, between the Bill & Melinda Gates Foundation (the “**Foundation**”) and the Company (as amended and/or restated from time to time, the “**Gates Letter Agreement**”), or any conflict between the Gates Letter Agreement and any other agreement or contract entered into by the Company and/or any other party hereto, the Gates Letter Agreement shall prevail as to the rights of the Foundation and the obligations of the Company with respect to the Foundation; provided, however, that the failure of the Gates Letter Agreement to address or provide for a matter that is addressed or provided for in this Agreement, any other Related Agreement, or any other agreement between the Company and/or any other party to here, on the one hand, and the Foundation, on the other hand, shall not be a conflict between such agreement and the Gates Letter Agreement and, as to such matter, such agreement (and not the Gates Letter Agreement) shall control.

(b) In the event of an occurrence of an Event of Non-Compliance (as defined in the Gates Letter Agreement), and a failure by the Company to cure such Event of Non-Compliance within the applicable time period set out in the Gates Letter Agreement, the Foundation may Transfer the Shares (including any Registrable Securities held by the Foundation) it now owns or hereafter acquires in accordance with the procedures and requirements set forth in the Gates Letter Agreement and without otherwise complying with Section 2.1(a) of this Agreement; *provided* that any such transferee of Shares will agree in writing to be subject to the terms of this Agreement to the same extent as if it were an original Holder (other than the Foundation) hereunder of this Agreement, it being expressly acknowledged and agreed that such transferee will not have the benefits of the Gates Letter Agreement for any purpose.

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(c) The Company will not take any action or enter into or amend any agreement or arrangement that prohibits, impedes, restricts or otherwise limits the Company from honoring the rights of the Foundation under the Gates Letter Agreement or that impedes, restricts or otherwise limits the Company’s ability to perform its obligations under the Gates Letter Agreement.

### **6.4 Publicity.**

(a) No party to this agreement shall make any announcement of the Foundation’s investment in the Company without the prior written approval of both the Foundation and the Company. Prior written approval of the Foundation shall be required for any use of the Foundation’s name or logo in any respect by any party to this Agreement; provided, however, that the Company may use the Foundation’s name for any uses that have been pre-approved in writing by the Foundation or as otherwise provided in the Gates Letter Agreement. Notwithstanding the foregoing, the Foundation’s name and logo will not be used by any party in any manner to market, sell or otherwise promote such party, its products, services and/or business.

(b) No party to this agreement shall make any announcement of the Wellington Investor’s investment in the Company without the prior written approval of both the Wellington Investor and the Company. Prior written approval of the Wellington Investor shall be required for any use of the name or logo of the Wellington Investor or Wellington Management Company LLP (“**Wellington**”) in any respect by any party to this Agreement. Notwithstanding the foregoing, the name or logo of the Wellington Investor or Wellington will not be used by any party in any manner to market, sell or otherwise promote such party, its products, services and/or business.

**6.5 Entire Agreement.** This Agreement, the Exhibits and Schedules hereto, the Purchase Agreement and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement.

**6.6 Severability.** In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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## 6.7 Amendment and Waiver.

(a) Except as otherwise expressly provided, this Agreement may be amended or modified, and the obligations of the Company and the rights of the Holders under this Agreement may be waived, only upon the written consent of the Company and the holders of at least 66-2/3% of the then-outstanding Registrable Securities; provided, however, that notwithstanding any other provision of this Agreement, (i) the parties to this Agreement will not amend or otherwise revise the terms of Sections 6.3 or 6.4(a) of this Agreement without the prior written consent of the Foundation and (ii) Sections 2.10, 3.1, 3.4, 3.6 and 6.4(b) shall not be modified, supplemented, amended or waived, in whole or in part, in a manner that adversely affects the Wellington Investor, without the prior written consent of the Wellington Investor.

(b) For the purposes of determining the number of Holders or Investors entitled to vote or exercise any rights hereunder, the Company shall be entitled to rely solely on the list of record holders of its stock as maintained by or on behalf of the Company.

**6.8 Delays or Omissions.** It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any party's part of any breach, default or noncompliance under the Agreement or any waiver on such party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

**6.9 Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address as set forth on the signature pages hereof or Exhibit A hereto or at such other address or electronic mail address as such party may designate by ten (10) days advance written notice to the other parties hereto (the "**Designated Address**"); *provided, however*, that in no event shall any communications to the Wellington Investor be sent to any address other than the Designated Address.

**6.10 Attorneys' Fees.** In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**6.11 Titles and Subtitles.** The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

**6.12 Additional Investors.** Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of its Series C Stock pursuant to the Purchase Agreement, any purchaser of such shares of Series C Stock shall become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an “**Investor**,” a “**Holder**” and a party hereunder.

**6.13 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**6.14 Aggregation of Stock.** All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

**6.15 Pronouns.** All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

**6.16 Termination.** This Agreement shall terminate and be of no further force or effect upon the earlier of (i) such time as the Company and at least 66-2/3% of the then-outstanding Registrable Securities agree in writing; (ii) immediately upon the consummation of any Acquisition or Asset Transfer; or (iii) the date seven (7) years following the Closing of the Initial Offering; provided, that, with respect to clause (ii), the covenants set forth in Sections 3.1(b) and 3.1(c) shall only terminate if the consideration received by the Investors in such Acquisition or Asset Transfer is in the form of cash and/or publicly traded securities unless the Investors receive financial information from the acquiring company or other successor to the Company comparable to those set forth in Sections 3.1(b) and 3.1(c). Notwithstanding the foregoing, until the Gates Letter Agreement has terminated, Sections 6.3 and 6.4 of this Agreement shall not be terminated pursuant to sub-clauses (i) and (ii) hereof without the prior written consent of the Foundation.

**6.17 Right to Conduct Activities.** The Company hereby acknowledges that the Investors and their Affiliated advisors and funds are professional investment advisors, managers and/or funds, and as such, invest in numerous portfolio companies, some of which may be deemed competitive with the Company’s business (as conducted or proposed to be conducted). Neither the Investors nor their Affiliates (including Affiliated advisors and funds) shall be liable to the Company for any claim arising out of, or based upon, (i) the investment by the Investors or any Affiliated fund in any entity competitive to the Company, or (ii) actions taken by any advisor, partner, officer or other representative of the Investors or any Affiliated fund to assist any such competitive company, whether or not such action was taken as a board member of such competitive company, or otherwise. Furthermore, the Company acknowledges that the execution of this Agreement and the access to the Company’s confidential information hereunder shall in no way be construed to prohibit or restrict an Investor or its investment advisor or such investment advisor’s other investment advisory clients from maintaining, making or considering investments in public or private companies, including, without limitation, companies that may compete either directly or indirectly with the Company, or from otherwise operating in the ordinary course of business. Notwithstanding anything in this Section 6.17 to the contrary, however, nothing herein shall not relieve (x) any of the Investors from liability associated with the unauthorized disclosure of the Company’s confidential information obtained pursuant to this Agreement, or (y) any director or officer of the Company from any liability associated with his or her fiduciary duties to the Company.



**6.18 Amendment and Restatement of Prior Agreement.** The Prior Agreement is hereby amended and superseded in its entirety and restated herein. Such amendment and restatement is effective upon the execution of this Agreement by the Company and the parties required for an amendment pursuant to Section 5.7 of the Prior Agreement. Upon such execution, all provisions of, rights granted and covenants made in the Prior Agreement are hereby waived, released and superseded in their entirety by the provisions hereof and shall have no further force or effect.

**6.19 Tekla Funds.** A copy of the Declaration of Trust, as amended and restated, for each of Tekla Healthcare Investors, Tekla Life Sciences Investors, Tekla Healthcare Opportunities Fund and Tekla World Healthcare Fund (collectively, the “***Tekla Funds***”) is on file with the Secretary of State of The Commonwealth of Massachusetts, and notice is hereby given that this Agreement is executed on behalf of the Tekla Funds by an officer or trustee of the Tekla Funds in his or her capacity as an officer or trustee of the Tekla Funds, and not individually and that the obligations of or arising out of this Agreement are not binding upon any of the trustees, officers or shareholders individually but are binding only upon the assets and property of each of the respective Tekla Funds.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**COMPANY:**

**ATRECA, INC.**

Signature: /s/ John Orwin

Print Name: John Orwin

Title: Chief Executive Officer

Address: 500 Saginaw Drive, First Floor  
Redwood City, CA 94063

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT**

---

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT as of the date set forth in the first paragraph hereof.

INVESTOR(S):

    AISLING CAPITAL IV, LP

By:                   /s/ Robert Wenzel

Print Name:       Robert Wenzel

Title:               CFO

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

ATWOOD-EDMINSTER TRUST DTD 4/2/00:

By:        /s/ Brian G. Atwood

Name:     Brian G. Atwood

Title:      Trustee

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE



IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

**667, L.P.**

**By: BAKER BROS. ADVISORS LP**, management company and investment adviser to **667, L.P.**, pursuant to authority granted to it by Baker Biotech Capital, L.P., general partner to 667, L.P., and not as the general partner.

By: /s/ Scott Lessing  
Scott Lessing  
President

**BAKER BROTHERS LIFE SCIENCES, L.P.**

**By: BAKER BROS. ADVISORS LP**, management company and investment adviser to **Baker Brothers Life Sciences, L.P.**, pursuant to authority granted to it by Baker Brothers Life Sciences Capital, L.P., general partner to Baker Brothers Life Sciences, L.P., and not as the general partner.

By: /s/ Scott Lessing  
Scott Lessing  
President

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT**  
**SIGNATURE PAGE**

---

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT as of the date set forth in the first paragraph hereof.

INVESTOR(S):

/s/ Franklin Berger  
FRANKLIN BERGER

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

**BOXER CAPITAL, LLC**

By: /s/ Aaron Davis

Name: Aaron Davis

Title: Chief Executive Officer

**MVA INVESTORS, LLC**

By: /s/ Aaron Davis

Name: Aaron Davis

Title: Chief Executive Officer

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

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IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT as of the date set forth in the first paragraph hereof.

INVESTOR(S):

CORMORANT PRIVATE HEALTHCARE FUND I, LP

By: Cormorant Private Healthcare GP, LLC  
By: Bihua Chen, Managing Member of the GP

By: /s/ Bihua Chen

CORMORANT GLOBAL HEALTHCARE MASTER FUND, LP

By: Cormorant Global Healthcare GP, LLC  
By: Bihua Chen, Managing Member of the GP

By: /s/ Bihua Chen

CORMORANT PRIVATE HEALTHCARE FUND II, LP

By: Cormorant Private Healthcare GP II, LLC  
By: Bihua Chen, Managing Member of the GP

By: /s/ Bihua Chen

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT as of the date set forth in the first paragraph hereof.

INVESTOR(S):

CRMA SPV, L.P.

By: Cormorant Asset Management, LLC

By: Bihua Chen, CEO/CIO

Its: Attorney-in-Fact

By: /s/ Bihua Chen

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE



IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

**CVI INVESTMENTS, INC.**

By: Heights Capital Management, Inc.,  
its authorized signatory

By: /s/ Martin Kobinger  
Martin Kobinger, Investment Manager

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT**  
**SIGNATURE PAGE**

---

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

**HADLEY HARBOR MASTER INVESTORS  
(CAYMAN) II L.P.**

By: Wellington Management Company LLP, an  
investment advisor

By: /s/ Emily Babalas  
Name: Emily Babalas  
Title: Managing Director and Counsel

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**



IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

**HUNT STREET FUND, INC.**

By: /s/ John F. Brennan, Jr.  
Name: John F. Brennan, Jr.  
Title: Director

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**



**IN WITNESS WHEREOF**, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

## EDGAR D. JANNOTTA, JR. REVOCABLE TRUST

By: /s/ Edgar D. Jannotta, Jr.

Name: Edgar D. Jannotta, Jr.

Title: Trustee

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

ALEXANDRA S. JANNOTTA REVOCABLE TRUST

By: /s/ Jeffrey C. Pearsall

Name: Jeffrey C. Pearsall

Title: Trustee

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

MAXWELL H. JANNOTTA REVOCABLE TRUST

By: /s/ Jeffrey C. Pearsall

Name: Jeffrey C. Pearsall

Title: Trustee

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

SAMANTHA R. JANNOTTA REVOCABLE TRUST

By: /s/ Jeffrey C. Pearsall

Name: Jeffrey C. Pearsall

Title: Trustee

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

**THE PEIERLS FOUNDATION, INC.**

By: /s/ E. Jeffrey Peierls

Name: E. Jeffrey Peierls

Title: President

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT**  
**SIGNATURE PAGE**

---

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

UD E.F. PEIERLS FOR BRIAN E. PEIERLS

UD E.F. PEIERLS FOR E. JEFFREY PEIERLS

UD J.N. PEIERLS FOR BRIAN ELIOT PEIERLS

UD J.N. PEIERLS FOR E. JEFFREY PEIERLS

UW J.N. PEIERLS FOR BRIAN E. PEIERLS

UW J.N. PEIERLS FOR E. JEFFREY PEIERLS

UD ETHEL F. PEIERLS CHARITABLE LEAD TRUST

THE PEIERLS BYPASS TRUST

UD E.S. PEIERLS FOR E.F. PEIERLS ET AL

UW E.S. PEIERLS FOR BRIAN E. PEIERLS - ACCUMULATION

UW E.S. PEIERLS FOR E. JEFFREY PEIERLS - ACCUMULATION

By: /s/ Deserae B. Smith

Name: Deserae B. Smith

Title: Vice President. On behalf of the Northern Trust  
Company of Delaware, Trustee.



IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

By:              /s/ E. Jeffrey Peierls      

Name:     E. Jeffrey Peierls

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

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**IN WITNESS WHEREOF**, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

By: /s/ Brian Eliot Peierls

Name: Brian Eliot Peierls

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

---

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

/s/ William Robinson  
\_\_\_\_\_  
WILLIAM ROBINSON

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

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IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

**SAMSARA BIOCAPITAL, L.P.**

By: Samsara BioCapital GP, LLC,  
General Partner

By: /s/ Srinivas Akkaraju  
\_\_\_\_\_  
Name: Srinivas Akkaraju, MD, PhD  
Title: Managing Member

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

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IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

**TITO A. SERAFINI AND MARYA A. POSTNER,  
TRUSTEES OR SUCCESSOR TRUSTEE,  
OF THE SERAFINI/POSTNER REVOCABLE TRUST U/A/D 2/8/98**

By:        /s/ Tito A Serafini  
Name:     Tito A Serafini  
Title:     Trustee

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**



IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

**THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (PVF)**

By: /s/ Sabrina Liang  
Sabrina Liang  
Director, School and Department Funds  
Stanford Management Company

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

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IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

/s/ Lawrence Steinman  
LAWRENCE STEINMAN

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

---

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT as of the date set forth in the first paragraph hereof.

INVESTOR(S):

TEKLA HEALTHCARE INVESTORS\*

By: /s/ Daniel R. Omstead  
Name: Daniel R. Omstead  
Title: President

\* The name Tekla Healthcare Investors is the designation of the Trustees for the time being under an Amended & Restated Declaration of Trust dated April 21, 1987, as amended, and all persons dealing with Tekla Healthcare Investors must look solely to the trust property for the enforcement of any claim against Tekla Healthcare Investors, as neither the Trustees, officers nor shareholders assume any personal liability for the obligations entered into on behalf of Tekla Healthcare Investors.

TEKLA LIFE SCIENCES INVESTORS\*

By: /s/ Daniel R. Omstead  
Name: Daniel R. Omstead  
Title: President

\* The name Tekla Life Sciences Investors is the designation of the Trustees for the time being under a Declaration of Trust dated February 20, 1992, as amended, and all persons dealing with Tekla Life Sciences Investors must look solely to the trust property for the enforcement of any claim against Tekla Life Sciences Investors, as neither the Trustees, officers nor shareholders assume any personal liability for the obligations entered into on behalf of Tekla Life Sciences Investors.



IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

TEKLA HEALTHCARE OPPORTUNITIES FUND\*

By:        /s/ Daniel R. Omstead

Name:     Daniel R. Omstead

Title:      President

\_\_\_\_\_

\*The name Tekla Healthcare Opportunities Fund is the designation of the Trustees for the time being under an Amended & Restated Declaration of Trust dated June 11, 2014, and all persons dealing with Tekla Healthcare Opportunities Fund must look solely to the trust property for the enforcement of any claim against Tekla Healthcare Opportunities Fund, as neither the Trustees, officers nor shareholders assume any personal liability for the obligations entered into on behalf of Tekla Healthcare Opportunities Fund.

TEKLA WORLD HEALTHCARE FUND\*

By:        /s/ Daniel R. Omstead

Name:     Daniel R. Omstead

Title:      President

\_\_\_\_\_

\*The name Tekla World Healthcare Fund is the designation of the Trustees for the time being under an Amended & Restated Declaration of Trust dated May 18, 2015, and all persons dealing with Tekla World Healthcare Fund must look solely to the trust property for the enforcement of any claim against Tekla World Healthcare Fund, as neither the Trustees, officers nor shareholders assume any personal liability for the obligations entered into on behalf of Tekla World Healthcare Fund.



IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT as of the date set forth in the first paragraph hereof.

INVESTOR(S):

EcoR1 Capital Fund, L.P.

By: EcoR1 Capital, LLC, its General Partner

By: /s/ Oleg Nodelman  
Name: Oleg Nodelman,  
Title: Managing Director

EcoR1 Capital Fund Qualified, L.P.

By: EcoR1 Capital, LLC, its General Partner

By: /s/ Oleg Nodelman  
Name: Oleg Nodelman,  
Title: Managing Director

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

IF AN ENTITY:

**Mark A. Brodsky Restated 2013 Revocable Trust**  
(name of entity – please print)

Signature: /s/ Mark Brodsky  
Print Name: Mark Brodsky  
Title: Trustee  
*(if applicable)*  
Date: 8/27/18

IF AN INDIVIDUAL:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**INVESTOR(S):**

**REDMILE BIOPHARMA INVESTMENTS I, L.P.**

By: /s/ Jeremy Green  
Name: Jeremy Green  
Title: Managing Member of the General Partner and the Management Company

**RAF, L.P.**

By: /s/ Jeremy Green  
Name: Jeremy Green  
Title: Managing Member of the General Partner and the Management Company

**AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE**

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IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT as of the date set forth in the first paragraph hereof.

INVESTOR(S):

RICARDO L. ELIAS 2017 REVOCABLE TRUST

By: /s/ Ricard L. Elias  
Ricardo L. Elias, Trustee

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT  
SIGNATURE PAGE

EXHIBIT A

SCHEDULE OF INVESTORS

Name and Address

Brookline Group, LLC  
Madding King III, Chief Executive Officer  
[PRIVATE ADDRESS]

Klaus Kretschmer  
[PRIVATE ADDRESS]

Robert C. Jamo  
[PRIVATE ADDRESS]

Stephen R. Mut  
[PRIVATE ADDRESS]

Brenda M. Hackney 2012 Irrv. Trust 12/7/12  
[PRIVATE ADDRESS]

Ryan Pearson  
[PRIVATE ADDRESS]

William A. Legg, Jr.  
[PRIVATE ADDRESS]

Stifel Nicolaus C/F William A. Legg, Jr. IRA  
[PRIVATE ADDRESS]

Steven J. Wice  
[PRIVATE ADDRESS]

Charles Mosseri Marlio  
[PRIVATE ADDRESS]

EXHIBIT A  
SCHEDULE OF INVESTORS

**Name and Address**

Josiah T. Austin  
[PRIVATE ADDRESS]

Neal Polan  
[PRIVATE ADDRESS]

Nora O’Donoghue  
[PRIVATE ADDRESS]

Sterne Agee & Leach C/F Frederick Berdon Roth IRA  
[PRIVATE ADDRESS]

John F. Brock, III  
[PRIVATE ADDRESS]

Lagom LLC  
[PRIVATE ADDRESS]

AAR Associates, L.P.  
[PRIVATE ADDRESS]

John Kellenyi  
[PRIVATE ADDRESS]

ETC FBO Langhorne Reid III IRA  
[PRIVATE ADDRESS]

Millennium Trust Co FBO J. Rainer Twiford IRA  
[PRIVATE ADDRESS]

Crilly Court Trust  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

---

**Name and Address**

MTC, LLC FBO Madding King IRA  
[PRIVATE ADDRESS]

James L. Crosthwait  
[PRIVATE ADDRESS]

RV Investments II, LLC  
[PRIVATE ADDRESS]

Striker Asia Opportunities Fund Corporation  
[PRIVATE ADDRESS]

Brush Street O Fund, LLC  
[PRIVATE ADDRESS]

Stephen R. Quazzo Trust Dated 11/9/95  
[PRIVATE ADDRESS]

John G. Bradley  
[PRIVATE ADDRESS]

Reinfrank Living Trust dtd 6/13/95  
[PRIVATE ADDRESS]

Jeff Roberts  
[PRIVATE ADDRESS]

DHJ Investments, L.P.  
[PRIVATE ADDRESS]

Starlight Investment Holdings Limited  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

---

**Name and Address**

Thomas A. Lambert III  
[PRIVATE ADDRESS]

Mark A. Brodsky  
[PRIVATE ADDRESS]

Montauk, LLC  
[PRIVATE ADDRESS]

Emil W. Henry, Jr.  
[PRIVATE ADDRESS]

Stephen D’Antonio  
[PRIVATE ADDRESS]

Trust for Descendants of Charles & Elizabeth Kontulis UAD 1/27/10  
[PRIVATE ADDRESS]

Mary Catherine Reagan Harvey  
[PRIVATE ADDRESS]

Shirl Douglas George  
[PRIVATE ADDRESS]

Charles P. Kontulis II  
[PRIVATE ADDRESS]

Lawrence Steinman  
[PRIVATE ADDRESS]

Charles J. Magolske  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

---

**Name and Address**

Hill Blalock, Jr.  
[PRIVATE ADDRESS]

Michael Mullins  
[PRIVATE ADDRESS]

GS Venture Partners LLC  
[PRIVATE ADDRESS]

Peter C. Morse  
[PRIVATE ADDRESS]

Martha F. Morse  
[PRIVATE ADDRESS]

Madockawando Holdings, LLC  
[PRIVATE ADDRESS]

Jeremiah Milbank III  
[PRIVATE ADDRESS]

James E. Manley  
[PRIVATE ADDRESS]

Shoup Revocable Trust UAD 4/29/03  
[PRIVATE ADDRESS]

Lorna C. Jensen  
[PRIVATE ADDRESS]

Irrevocable Trust for Samantha R. Jannotta  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

---



**Name and Address**

Jonathan S. Fenn Revocable Trust  
[PRIVATE ADDRESS]

The Fenn Trust  
[PRIVATE ADDRESS]

Bill & Melinda Gates Foundation  
[PRIVATE ADDRESS]

Richard A. Smith  
[PRIVATE ADDRESS]

James Frank  
[PRIVATE ADDRESS]

Philip Pape  
[PRIVATE ADDRESS]

Mark D. Coe 2012 Irrevocable Trust  
[PRIVATE ADDRESS]

Barclay Jones  
[PRIVATE ADDRESS]

Mark H. Coleman  
[PRIVATE ADDRESS]

Jennifer Duncan’s Inheritors Trust  
[PRIVATE ADDRESS]

Daniel and Maura Mudd  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

---

**Name and Address**

Mission Bay Capital, LLC  
[PRIVATE ADDRESS]

Sam Fuller  
[PRIVATE ADDRESS]

Millenium Trust Company, LLC Custodian FBO William B. Buchanan Jr., Roth IRA  
[PRIVATE ADDRESS]

Ryan Family Partnership  
[PRIVATE ADDRESS]

Scott A. Katzmann  
[PRIVATE ADDRESS]

Cynergy Healthcare Investors Emerging Bridge, LLC  
[PRIVATE ADDRESS]

Frank, Mark  
[PRIVATE ADDRESS]

Frank, Matthew  
[PRIVATE ADDRESS]

Tito A. Serafini and Mary A. Postner,  
Trustees or Successor Trustee,  
of the Serafini/Postner Revocable Trust  
[PRIVATE ADDRESS]

William Robinson  
[PRIVATE ADDRESS]

**EXHIBIT A**  
**SCHEDULE OF INVESTORS**



**Name and Address**

Mission Bay Capital, LLC  
[PRIVATE ADDRESS]

The Dotzler Family Trust UDT, Dated August 9, 2001  
[PRIVATE ADDRESS]

Calegari & Morris 401 (k) Profit Sharing Plan, FBO Connie Tired  
[PRIVATE ADDRESS]

Glaxo Group Limited  
[PRIVATE ADDRESS]

667, L.P.  
Baker Brothers Investments  
[PRIVATE ADDRESS]

Baker Brothers Life Sciences, L.P.  
Baker Brothers Investments  
[PRIVATE ADDRESS]

The Board of Trustees of the Leland Stanford Junior University (PVF)  
Stanford Management Company  
[PRIVATE ADDRESS]

Atwood-Edminster Trust dtd 4/2/00  
[PRIVATE ADDRESS]

**EXHIBIT A**  
**SCHEDULE OF INVESTORS**

---

**Name and Address**

Franklin Berger  
[PRIVATE ADDRESS]

Joseph Rudick  
[PRIVATE ADDRESS]

J. Dexter Pearson  
[PRIVATE ADDRESS]

Angela Dong  
[PRIVATE ADDRESS]

William B. Buchanan Jr.  
[PRIVATE ADDRESS]

Harris R.L. Lydon  
[PRIVATE ADDRESS]

Hadley Harbor Master Investors (Cayman) II L.P.  
c/o Wellington Management Company LLP  
[PRIVATE ADDRESS]

Cormorant Private Healthcare Fund I, LP  
[PRIVATE ADDRESS]

Cormorant Global Healthcare Master Fund, LP  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

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**Name and Address**

CRMA SPV, L.P.  
[PRIVATE ADDRESS]

Cormorant Private Healthcare Fund II, LP  
[PRIVATE ADDRESS]

CVI Investments, Inc.  
[PRIVATE ADDRESS]

Brian Peierls  
[PRIVATE ADDRESS]

Bruce C. Conway  
[PRIVATE ADDRESS]

CCJ PF Investment, LLC  
[PRIVATE ADDRESS]

Denbar International, Ltd.  
[PRIVATE ADDRESS]

Dyke Rogers  
[PRIVATE ADDRESS]

GPG RM Investment, LLC  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

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**Name and Address**

Graham Powis  
[PRIVATE ADDRESS]

Haw Siang Hon  
[PRIVATE ADDRESS]

James E. Moonier C/F Jesse Zeno Moonier UTMA/HI  
[PRIVATE ADDRESS]

James E. Moonier C/F Max Marteen Moonier UTMA/HI  
[PRIVATE ADDRESS]

Jeffrey Peierls  
[PRIVATE ADDRESS]

Laurence Chang  
[PRIVATE ADDRESS]

Matthew Kaplan  
[PRIVATE ADDRESS]

MCT Investments, LLC  
[PRIVATE ADDRESS]

Mossrock Capital, LLC  
[PRIVATE ADDRESS]

Northlea Partners, LLLP  
[PRIVATE ADDRESS]

Peter Crowley  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

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**Name and Address**

Peter Magolske  
[PRIVATE ADDRESS]

Rajan Shah  
[PRIVATE ADDRESS]

Rehoboth Hundred LLC  
[PRIVATE ADDRESS]

Ricardo L. Elias  
[PRIVATE ADDRESS]

Robert Masters  
[PRIVATE ADDRESS]

Steven Marco  
[PRIVATE ADDRESS]

Steven M. Ryan  
[PRIVATE ADDRESS]

The Peierls Bypass Trust  
[PRIVATE ADDRESS]

The Peierls Foundation, Inc.  
[PRIVATE ADDRESS]

Timothy Hogue  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

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**Name and Address**

UD E.F. Peierls for Brian E. Peierls  
[PRIVATE ADDRESS]

UD E.F. Peierls for E. Jeffrey Peierls  
[PRIVATE ADDRESS]

UD E.S. Peierls for E.F. Peierls et al  
[PRIVATE ADDRESS]

UD Ethel F. Peierls Charitable Lead Trust  
[PRIVATE ADDRESS]

UD J.N. Peierls for Brian Eliot Peierls  
[PRIVATE ADDRESS]

UD J.N. Peierls for E. Jeffrey Peierls  
[PRIVATE ADDRESS]

UW E.S. Peierls for Brian E. Peierls —Accumulation  
[PRIVATE ADDRESS]

UW E.S. Peierls for E. Jeffrey Peierls —Accumulation  
[PRIVATE ADDRESS]

UW J.N. Peierls for Brian E. Peierls  
[PRIVATE ADDRESS]

**EXHIBIT A**  
**SCHEDULE OF INVESTORS**

---

**Name and Address**

UW J.N. Peierls for E. Jeffrey Peierls  
[PRIVATE ADDRESS]

William Cassano  
[PRIVATE ADDRESS]

Cynergy Brookline Healthcare Fund  
[PRIVATE ADDRESS]

Harris R. Lydon  
[PRIVATE ADDRESS]

Edgar Jannotta, Jr. Revocable Trust  
[PRIVATE ADDRESS]

Alexandra S. Jannotta Revocable Trust  
[PRIVATE ADDRESS]

Edgar Jannotta, Jr. Exempt Family Trust  
[PRIVATE ADDRESS]

Exempt Trust for Edgar D. Jannotta, Jr. E/U the Edgar D. Jannotta 2010 Family Trust  
[PRIVATE ADDRESS]

Warwick Capital Partners LLC  
[PRIVATE ADDRESS]

Maxwell H. Jannotta Revocable Trust  
[PRIVATE ADDRESS]

Samantha R. Jannotta Revocable Trust  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

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**Name and Address**

GC&H Investments, LLC  
[PRIVATE ADDRESS]

Aisling Capital IV, L.P.  
[PRIVATE ADDRESS]

and

Aisling Capital IV, L.P.  
[PRIVATE ADDRESS]

With a required copy to:

McDermott Will & Emery LLP  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

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**Name and Address**

Tekla Healthcare Investors  
Tekla Life Sciences Investors  
Tekla Healthcare Opportunities Fund  
Tekla World Healthcare Fund  
[PRIVATE ADDRESS]

With a copy (which shall not constitute notice) to:  
Reitler Kailas & Rosenblatt LLC  
[PRIVATE ADDRESS]

Hunt Street Fund, Inc.  
[PRIVATE ADDRESS]

Samsara Biocapital, L.P.  
[PRIVATE ADDRESS]

Redmile Biopharma Investments I, L.P.  
RAF, L.P.  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

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**Name and Address**

Boxer Capital, LLC  
MVA Investors, LLC  
[PRIVATE ADDRESS]

EcoR1 Capital Fund, L.P.  
EcoR1 Capital Fund Qualified, L.P.  
[PRIVATE ADDRESS]

**EXHIBIT A  
SCHEDULE OF INVESTORS**

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**EXHIBIT B**

**REGISTRATION RIGHTS AGREEMENT**

This Registration Rights Agreement (this “Agreement”) is made as of [       ], by and between Atreca, Inc., a Delaware corporation (the “Company”), and the persons listed on the attached Schedule A who are signatories to this Agreement (collectively, the “Investors”). Unless otherwise defined herein, capitalized terms used in this Agreement have the respective meanings ascribed to them in Section 1.

**RECITALS**

**WHEREAS**, the Company and the Investors wish to provide for certain arrangements with respect to the registration of the Registrable Securities (as defined below) by the Company under the Securities Act (as defined below).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1.  
Definitions**

1.1. **Certain Definitions.** In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms have the respective meanings set forth below:

- (a) “Board” shall mean the Board of Directors of the Company.
  - (b) “Commission” shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.
  - (c) “Common Stock” shall mean the Company’s Class A Common Stock, par value \$0.0001 per share.
  - (d) “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.
  - (e) “Investor Rights Agreement” shall mean that certain Amended and Restated Investor Rights Agreement, dated as of September [5], 2018, by and among the Company and the investors listed on Exhibit A thereto, including the Investors, as the same may be amended and/or restated from time to time.
  - (f) “Other Securities” shall mean securities of the Company, other than Registrable Securities (as defined below).
  - (g) “Person” shall mean any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.
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- (h) “Registrable Securities” shall mean the shares of Common Stock and any Common Stock issued or issuable upon the exercise or conversion of any other securities (whether equity, debt or otherwise) of the Company now owned or hereafter acquired by any of the Investors.
- (i) The terms “register,” “registered” and “registration” shall refer to a registration effected by preparing and filing a Registration Statement in compliance with the Securities Act, and such Registration Statement becoming effective under the Securities Act.
- (j) “Registration Expenses” shall mean all expenses incurred by the Company in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification, and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, up to \$50,000 of reasonable legal expenses of one special counsel for Investors (if different from the Company’s counsel and if such counsel is reasonably approved by the Company) in connection with the preparation and filing of the Resale Registration Shelf (as defined below), and up to \$50,000 of reasonable legal expenses of one special counsel for Investors (if different from the Company’s counsel and if such counsel is reasonably approved by the Company) per underwritten public offering, blue sky fees and expenses, and expenses of any regular or special audits incident to or required by any such registration, but shall not include Selling Expenses.
- (k) “Registration Statement” means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement as may be necessary to comply with applicable securities laws other than a registration statement (and related prospectus) filed on Form S-4 or Form S-8 or any successor forms thereto.
- (l) “Rule 144” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.
- (m) “Securities Act” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.
- (n) “Selling Expenses” shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities, the fees and expenses of any legal counsel (except as provided in the definition of “Registration Expenses”) and any other advisors any of the Investors engage and all similar fees and commissions relating to the Investors’ disposition of the Registrable Securities.

## **Section 2.**

### **Resale Registration Rights**

#### **2.1. Resale Registration Rights.**

(a) Following demand by any Investor the Company shall file with the Commission a Registration Statement on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on another appropriate form in accordance with the Securities Act) covering the resale of the Registrable Securities by the Investors (the “Resale Registration Shelf”), and the Company shall file such Resale Registration Shelf as promptly as reasonably practicable following such demand, and in any event within sixty (60) days of such demand; provided, however, that the Company shall not be obligated to make any such filing until after [ ]<sup>1</sup> (the “Demand Effective Date”). Such Resale Registration Shelf shall include a “base” prospectus that meets the requirements set forth or promulgated pursuant to Section 10(b) of the Securities Act, including the information required by Item 507 of Regulation S-K of the Securities Act, as provided by the Investors in accordance with Section 2.7. Notwithstanding the foregoing, before filing the Resale Registration Shelf, the Company shall furnish to the Investors a copy of the Resale Registration Shelf and afford the Investors an opportunity to review and comment on the Resale Registration Shelf. The Company’s obligation pursuant to this Section 2.1(a) is conditioned upon the Investors providing the information contemplated in Section 2.7. Notwithstanding anything contained herein to the contrary, any demand made by an Investor pursuant to this Agreement that the Company file with the Commission a Registration Statement shall be deemed to be a demand for registration of the same nature (i.e., Form S-3 or Form S-1, underwritten or not) pursuant to the Investor Rights Agreement to the extent such rights are, at the relative time, available pursuant to the Investor Rights Agreement.

(b) The Company shall use its reasonable best efforts to cause the Resale Registration Shelf and related prospectuses to become effective as promptly as practicable after filing. The Company shall use its reasonable best efforts to cause such Registration Statement to remain effective under the Securities Act until the earlier of the date (i) all Registrable Securities covered by the Resale Registration Shelf have been sold or may be sold freely without limitations or restrictions as to volume or manner of sale pursuant to Rule 144 or (ii) all Registrable Securities covered by the Resale Registration Shelf otherwise cease to be Registrable Securities pursuant to Section 2.9 hereof. The Company shall promptly, and within two (2) business days after the Company confirms effectiveness of the Resale Registration Shelf with the Commission, notify the Investors of the effectiveness of the Resale Registration Shelf.

(c) Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to effect, or to take any action to effect, a registration pursuant to Section 2.1(a):

(i) if the Company has and maintains an effective Registration Statement on Form S-3ASR that provides for the resale of an unlimited number of securities by selling stockholders (a "Company Registration Shelf");

(ii) during the period forty-five (45) days prior to the Company's good faith estimate of the date of filing of a Company Registration Shelf; or

(iii) if the Company has caused a Registration Statement to become effective pursuant to this Section 2.1 or pursuant to Section 2.4 of the Investor Rights Agreement during the prior twelve (12) month period (provided that the Investors have the opportunity to register all of their Registrable Securities).

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<sup>1</sup> Date to be 180 days following IPO.

(d) If the Company has a Company Registration Shelf in place at any time in which the Investors make a demand pursuant to Section 2.1(a), the Company shall file with the Commission, as promptly as practicable, and in any event within fifteen (15) business days after such demand, a “final” prospectus supplement to its Company Registration Shelf covering the resale of the Registrable Securities by the Investors (the “Prospectus”); provided, however, that (i) the Company shall not be obligated to make any such filing until after the Demand Effective Date and (ii) the Company shall not be obligated to file more than one Prospectus pursuant to this Section 2.1(d) in any six month period to add additional Registrable Securities to the Company Registration Shelf that were acquired by the Investors other than directly from the Company or in an underwritten public offering by the Company. The Prospectus shall include the information required under Item 507 of Regulation S-K of the Securities Act, which information shall be provided by the Investors in accordance with Section 2.7. Notwithstanding the foregoing, before filing the Prospectus, the Company shall furnish to the Investors a copy of the Prospectus and afford the Investors an opportunity to review and comment on the Prospectus.

(e) Deferral and Suspension. At any time after being obligated pursuant to this Agreement to file a Registration Statement or Prospectus, or after any such Registration Statement has become effective or such Prospectus has been filed with the Commission, the Company may defer the filing of or suspend the use of any such Registration Statement or Prospectus, upon giving written notice of such action to the Investors with a certificate signed by the Chairman of the Board of the Company stating that in the good faith judgment of the Board, the filing or use of any such Registration Statement or Prospectus covering the Registrable Securities would be seriously detrimental to the Company or its stockholders (including, without limitation, because the Company reasonably and in good faith believes that there is or may be in existence material nonpublic information or events involving the Company, the failure of which to be disclosed in the prospectus contained in such Restriction Statement, or such Prospectus, could result in a Violation, as defined below) at such time and that the Board concludes, as a result, that it is in the best interests of the Company and its stockholders to defer the filing or suspend the use of such Registration Statement or Prospectus at such time. The Company shall have the right to defer the filing of or suspend the use of such Registration Statement or Prospectus for a period of not more than one hundred twenty (120) days from the date the Company notifies the Investors of such deferral or suspension; provided that the Company shall not exercise the right contained in this Section 2.1(e) more than once in any twelve month period. In the case of the suspension of use of any effective Registration Statement or Prospectus, the Investors, immediately upon receipt of notice thereof from the Company, shall discontinue any offers or sales of Registrable Securities pursuant to such Registration Statement or Prospectus until advised in writing by the Company that the use of such Registration Statement or Prospectus may be resumed. In the case of a deferred Prospectus or Registration Statement filing, the Company shall provide prompt written notice to the Investors of (i) the Company’s decision to file or seek effectiveness of the Prospectus or Registration Statement, as the case may be, following such deferral and (ii) in the case of a Registration Statement, the effectiveness of such Registration Statement. In the case of either a suspension of use of, or deferred filing of, any Registration Statement or Prospectus, the Company shall not, during the pendency of such suspension or deferral, be required to take any action hereunder (including any action pursuant to Section 2.2 hereof) with respect to the registration or sale of any Registrable Securities pursuant to any such Registration Statement, Company Registration Shelf or Prospectus.

(f) Other Securities. Except with respect to an underwritten offering, any Resale Registration Shelf or Prospectus may include Other Securities, and may include securities of the Company being sold for the account of the Company. No Other Securities may be included in an underwritten offering pursuant to Section 2.2 without the consent of the Investors, except as may be required pursuant to the Investor Rights Agreement.

2.2. Sales and Underwritten Offerings of the Registrable Securities.

(a) Notwithstanding any provision contained herein to the contrary, the Investors, collectively, shall, following the Demand Effective Date, and subject to the limitations set forth in this Section 2.2, be permitted one underwritten public offering per calendar year, but no more than three underwritten public offerings in total, to effect the sale or distribution of Registrable Securities.

(b) If the Investors intend to effect an underwritten public offering pursuant to a Resale Registration Shelf or Company Registration Shelf to sell or otherwise distribute Registrable Securities, they shall so advise the Company and provide as much notice to the Company as reasonably practicable (and in any event not less than fifteen (15) business days prior to the Investors' request that the Company file a prospectus supplement (or a preliminary if required) to a Resale Registration Shelf or Company Registration Shelf).

(c) In connection with any offering initiated by the Investors pursuant to this Section 2.2 involving an underwriting of shares of Registrable Securities, the Investors shall be entitled to select the underwriter or underwriters for such offering, subject to the consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed.

(d) In connection with any offering initiated by the Investors pursuant to this Section 2.2 involving an underwriting of shares of Registrable Securities, the Company shall not be required to include any of the Registrable Securities in such underwriting unless the Investors (i) enter into an underwriting agreement in customary form with the underwriter or underwriters, (ii) accept customary terms in such underwriting agreement with regard to representations and warranties relating to ownership of the Registrable Securities and authority and power to enter into such underwriting agreement and (iii) complete and execute all questionnaires, powers of attorney, custody agreements, indemnities and other documents as may be requested by such underwriter or underwriters. Further, the Company shall not be required to include any of the Registrable Securities in such underwriting if (Y) the underwriting agreement proposed by the underwriter or underwriters contains representations, warranties or conditions that are not reasonable in light of the Company's then-current business or (Z) the underwriter, underwriters or the Investors require the Company to participate in any marketing, road show or comparable activity that may be required to complete the orderly sale of shares by the underwriter or underwriters.

(e) If the total amount of securities to be sold in any offering initiated by the Investors pursuant to this Section 2.2 involving an underwriting of shares of Registrable Securities exceeds the amount that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities (subject in each case to the cutback provisions set forth in this Section 2.2(e)), that the underwriters and the Company determine in their sole discretion shall not jeopardize the success of the offering. If the underwritten public offering has been requested pursuant to Section 2.2(a) hereof, the number of shares that are entitled to be included in the registration and underwriting shall be allocated in the following manner: (a) first, shares of Company equity securities that the Company desires to include in such registration (including any Other Securities) shall be excluded and (b) second, Registrable Securities requested to be included in such registration by the Investors shall be excluded. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round down the number of shares allocated to any of the Investors to the nearest 100 shares.

2.3. Fees and Expenses. All Registration Expenses incurred in connection with registrations pursuant to this Agreement shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of the Investors shall be borne by the Investors.

2.4. Registration Procedures. In the case of each registration of Registrable Securities effected by the Company pursuant to Section 2.1 hereof, the Company shall keep the Investors advised as to the initiation of each such registration and as to the status thereof. The Company shall use its reasonable best efforts, within the limits set forth in this Section 2.4, to:

- (a) prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectuses used in connection with such Registration Statement as may be necessary to keep such Registration Statement effective and current and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement.
- (b) furnish to the Investors such numbers of copies of a prospectus, including preliminary prospectuses, in conformity with the requirements of the Securities Act, and such other documents as the Investors may reasonably request in order to facilitate the disposition of Registrable Securities;
- (c) use its reasonable best efforts to register and qualify the Registrable Securities covered by such Registration Statement under such other securities or blue sky laws of such jurisdictions in the United States as shall be reasonably requested by the Investors, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;
- (d) in the event of any underwritten public offering, and subject to Section 2.2(d), enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering and take such other usual and customary action as the Investors may reasonably request in order to facilitate the disposition of such Registrable Securities;
- (e) notify the Investors at any time when a prospectus relating to a Registration Statement covering any Registrable Securities is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The Company shall use its reasonable best efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;



- (f) provide a transfer agent and registrar for all Registrable Securities registered pursuant to such Registration Statement and, if required, a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;
- (g) if requested by an Investor, cause the Company's transfer agent to remove any restrictive legend from any Registrable Securities being transferred by an Investor pursuant to a Resale Registration Shelf or Company Registration Shelf, within two business days following such request;
- (h) cause to be furnished, at the request of the Investors, on the date that Registrable Securities are delivered to underwriters for sale in connection with an underwritten offering pursuant to this Agreement, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, and (ii) a letter or letters from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters; and
- (i) cause all such Registrable Securities included in a Registration Statement pursuant to this Agreement to be listed on each securities exchange or other securities trading markets on which Common Stock is then listed.

2.5. The Investors Obligations.

- (a) Discontinuance of Distribution. The Investors agree that, upon receipt of any notice from the Company of the occurrence of any event of the kind described in Section 2.4(e) hereof, the Investors shall immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities until the Investors' receipt of the copies of the supplemented or amended prospectus contemplated by Section 2.4(e) hereof or receipt of notice that no supplement or amendment is required and that the Investors' disposition of the Registrable Securities may be resumed. The Company may provide appropriate stop orders to enforce the provisions of this Section 2.5(a).
- (b) Compliance with Prospectus Delivery Requirements. The Investors covenant and agree that they shall comply with the prospectus delivery requirements of the Securities Act as applicable to them or an exemption therefrom in connection with sales of Registrable Securities pursuant to any Registration Statement filed by the Company pursuant to this Agreement.
- (c) Notification of Sale of Registrable Securities. The Investors covenant and agree that they shall notify the Company following the sale of Registrable Securities to a third party as promptly as reasonably practicable, and in any event within twenty (20) days, following the sale of such Registrable Securities.

2.6. Indemnification.

(a) To the extent permitted by law, the Company shall indemnify the Investors, and, as applicable, their officers, directors, and constituent partners, legal counsel for each Investor and each Person controlling the Investors, with respect to which registration, related qualification, or related compliance of Registrable Securities has been effected pursuant to this Agreement, and each underwriter, if any, and each Person who controls any underwriter within the meaning of the Securities Act against all claims, losses, damages, or liabilities (or actions in respect thereof) to the extent such claims, losses, damages, or liabilities arise out of or are based upon (i) any untrue statement (or alleged untrue statement) of a material fact contained in any prospectus or other document (including any related Registration Statement) incident to any such registration, qualification, or compliance, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification, or compliance (individually or collectively, a “Violation”); and the Company shall pay as incurred to the Investors, each such underwriter, and each Person who controls the Investors or underwriter, any legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action; provided, however, that the indemnity contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such claim, loss, damage, liability, or action if settlement is effected without the consent of the Company (which consent shall not unreasonably be withheld); and provided, further, that the Company shall not be liable in any such case to the extent that any such claim, loss, damage, liability, or expense arises out of or is based upon any violation by such Investor of the obligations set forth in Section 2.5 hereof or any untrue statement or omission contained in such prospectus or other document based upon written information furnished to the Company by the Investors, such underwriter, or such controlling Person and stated to be for use therein.

(b) To the extent permitted by law, each Investor (severally and not jointly) shall, if Registrable Securities held by such Investor are included for sale in the registration and related qualification and compliance effected pursuant to this Agreement, indemnify the Company, each of its directors, each officer of the Company who signs the applicable Registration Statement, each legal counsel and each underwriter of the Company’s securities covered by such a Registration Statement, each Person who controls the Company or such underwriter within the meaning of the Securities Act against all claims, losses, damages, and liabilities (or actions in respect thereof) arising out of or based upon (i) any untrue statement (or alleged untrue statement) of a material fact contained in any such Registration Statement, or related document, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by such Investor of Section 2.5 hereof, the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law applicable to such Investor and relating to action or inaction required of such Investor in connection with any such registration and related qualification and compliance, and shall pay as incurred to such persons, any legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action, in each case only to the extent that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in (and such violation pertains to) such Registration Statement or related document in reliance upon and in conformity with written information furnished to the Company by such Investor and stated to be specifically for use therein; provided, however, that the indemnity contained in this Section 2.6(b) shall not apply to amounts paid in settlement of any such claim, loss, damage, liability, or action if settlement is effected without the consent of such Investor (which consent shall not unreasonably be withheld); provided, further, that such Investor’s liability under this Section 2.6(b) (when combined with any amounts such Investor is liable for under Section 2.6(d)) shall not exceed such Investor’s net proceeds from the offering of securities made in connection with such registration.

(c) Promptly after receipt by an indemnified party under this Section 2.6 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party under this Section 2.6, notify the indemnifying party in writing of the commencement thereof and generally summarize such action. The indemnifying party shall have the right to participate in and to assume the defense of such claim; provided, however, that the indemnifying party shall be entitled to select counsel for the defense of such claim with the approval of any parties entitled to indemnification, which approval shall not be unreasonably withheld; provided further, however, that if either party reasonably determines that there may be a conflict between the position of the Company and the Investors in conducting the defense of such action, suit, or proceeding by reason of recognized claims for indemnity under this Section 2.6, then counsel for such party shall be entitled to conduct the defense to the extent reasonably determined by such counsel to be necessary to protect the interest of such party. The failure to notify an indemnifying party promptly of the commencement of any such action, if prejudicial to the ability of the indemnifying party to defend such action, shall relieve such indemnifying party, to the extent so prejudiced, of any liability to the indemnified party under this Section 2.6, but the omission so to notify the indemnifying party shall not relieve such party of any liability that such party may have to any indemnified party otherwise than under this Section 2.6.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage, or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. In no event, however, shall (i) any amount due for contribution hereunder be in excess of the amount that would otherwise be due under Section 2.6(a) or Section 2.6(b), as applicable, based on the limitations of such provisions and (ii) a Person guilty of fraudulent misrepresentation (within the meaning of the Securities Act) be entitled to contribution from a Person who was not guilty of such fraudulent misrepresentation.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control; provided, however, that the failure of the underwriting agreement to provide for or address a matter provided for or addressed by the foregoing provisions shall not be a conflict between the underwriting agreement and the foregoing provisions.

(f) The obligations of the Company and the Investors under this Section 2.6 shall survive the completion of any offering of Registrable Securities in a Registration Statement under this Agreement.

2.7. Information. The Investors shall furnish to the Company such information regarding the Investors and the distribution proposed by the Investors as the Company may reasonably request and as shall be reasonably required in connection with any registration referred to in this Agreement. The Investors agree to, as promptly as practicable (and in any event prior to any sales made pursuant to a prospectus), furnish to the Company all information required to be disclosed in order to make the information previously furnished to the Company by the Investors not misleading. The Investors agree to keep confidential the receipt of any notice received pursuant to Section 2.4(e) and the contents thereof, except as required pursuant to applicable law. Notwithstanding anything to the contrary herein, the Company shall be under no obligation to name the Investors in any Registration Statement if the Investors have not provided the information required by this Section 2.7 with respect to the Investors as a selling securityholder in such Registration Statement or any related prospectus.

2.8. Rule 144 Requirements. With a view to making available to the Investors the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the Commission that may at any time permit the Investors to sell Registrable Securities to the public without registration, the Company agrees to use its reasonable best efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act at all times after the date hereof;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act;

(c) prior to the filing of the Registration Statement or any amendment thereto (whether pre-effective or post-effective), and prior to the filing of any prospectus or prospectus supplement related thereto, to provide the Investors with copies of all of the pages thereof (if any) that reference the Investors; and

(d) furnish to any Investor, so long as the Investor owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144, and (ii) such other information as may be reasonably requested by an Investor in availing itself of any rule or regulation of the Commission which permits an Investor to sell any such securities without registration.

2.9. Termination of Status as Registrable Securities. The Registrable Securities shall cease to be Registrable Securities upon the earliest to occur of the following events: (i) such Registrable Securities have been sold pursuant to an effective Registration Statement; (ii) such Registrable Securities have been sold by the Investors pursuant to Rule 144 (or other similar rule), (iii) such Registrable Securities may be resold by the Investor holding such Registrable Securities without limitations as to volume or manner of sale pursuant to Rule 144; or (iv) ten (10) years after the date of this Agreement.

### Section 3. Miscellaneous

3.1. **Amendment.** No amendment, alteration or modification of any of the provisions of this Agreement shall be binding unless made in writing and signed by each of the Company and the Investors.

3.2. **Injunctive Relief.** It is hereby agreed and acknowledged that it shall be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved Person shall be irreparably damaged and shall not have an adequate remedy at law. Any such Person shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including, without limitation, specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

3.3. **Notices.** All notices required or permitted under this Agreement must be in writing and sent to the address or facsimile number identified below. Notices must be given: (a) by personal delivery, with receipt acknowledged; (b) by facsimile followed by hard copy delivered by the methods under clause (c) or (d); (c) by prepaid certified or registered mail, return receipt requested; or (d) by prepaid reputable overnight delivery service. Notices shall be effective upon receipt. Either party may change its notice address by providing the other party written notice of such change. Notices shall be delivered as follows:

If to the Investors: At such Investor's address as set forth on Schedule A hereto

If to the Company: 500 Saginaw Drive, First Floor  
Redwood City, CA 94063  
Attention: John Orwin, Chief Executive Officer

with a copy (which copy shall not constitute notice) to:

Cooley LLP  
3175 Hanover Street  
Palo Alto, CA 94304  
Attention: Danielle Naftulin, Esq.  
Fax: (650) 849-7400

3.4. Governing Law; Jurisdiction; Venue; Jury Trial.

- (a) This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
- (b) Each of the Company and the Investors irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan, New York and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement and the transactions contemplated herein, or for recognition or enforcement of any judgment, and each of the Company and the Investors irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or, to the fullest extent permitted by applicable law, in such federal court. Each of the Company and the Investors hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (c) Each of the Company and the Investors irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement and the transactions contemplated herein in any court referred to in Section 3.4(b) hereof. Each of the Company and the Investors hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) EACH OF THE COMPANY AND THE INVESTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH OF THE COMPANY AND THE INVESTORS (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT EACH OF THE COMPANY AND THE INVESTORS HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

3.5. Successors, Assigns and Transferees. Any and all rights, duties and obligations hereunder shall not be assigned, transferred, delegated or sublicensed by any party hereto without the prior written consent of the other party; provided, however, that the Investors shall be entitled to transfer Registrable Securities to one or more of their affiliates and, solely in connection therewith, may assign their rights hereunder in respect of such transferred Registrable Securities, in each case, so long as such Investor is not relieved of any liability or obligations hereunder, without the prior consent of the Company. Any transfer or assignment made other than as provided in the first sentence of this Section 3.5 shall be null and void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the parties hereto. The Company shall not consummate any recapitalization, merger, consolidation, reorganization or other similar transaction whereby stockholders of the Company receive (either directly, through an exchange, via dividend from the Company or otherwise) equity (the "Other Equity") in any other entity (the "Other Entity") with respect to Registrable Securities hereunder, unless prior to the consummation thereof, the Other Entity assumes, by written instrument, the obligations under this Agreement with respect to such Other Equity as if such Other Equity were Registrable Securities hereunder or otherwise provides substantially similar rights to the Investors.

3.6. Entire Agreement. This Agreement, together with any exhibits hereto, constitute the entire agreement between the parties relating to the subject matter hereof and all previous agreements or arrangements between the parties, written or oral, relating to the subject matter hereof are superseded.

3.7. Waiver. No failure on the part of either party hereto to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver thereof; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

3.8. Severability. If any part of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, such declaration shall not affect the remainder of the Agreement and the invalidated provision shall be revised in a manner that shall render such provision valid while preserving the parties' original intent to the maximum extent possible.

3.9. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

3.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts (including by facsimile or other electronic means), and all of which together shall constitute one instrument.

3.11. Term and Termination. The Investors' rights to demand the registration of the Registrable Securities under this Agreement, as well as the Company's obligations under Section 2.2 hereof, shall terminate automatically once all Registrable Securities cease to be Registrable Securities pursuant to the terms of Section 2.9 of this Agreement.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day, month and year first above written.

**ATRECA, INC.**

By: \_\_\_\_\_  
Name: John Orwin  
Title: Chief Executive Officer

[Signature Page to Registration Rights Agreement]

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IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day, month and year first above written.

By: [SIGNATORY]

By: \_\_\_\_\_  
[NAME]  
[TITLE]

[Signature Page to Registration Rights Agreement]

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**Schedule A**

**The Investors**

[SIGNATORY]

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THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

ATRECA, INC.

WARRANT TO PURCHASE SERIES A PREFERRED STOCK

No. PW-

August 21, 2015

Void After: August 20, 2022

THIS CERTIFIES THAT, for value received, \_\_\_\_\_, or assigns (the "**Holder**"), is entitled to subscribe for and purchase at the Exercise Price (defined below) from **ATRECA, INC.**, a Delaware corporation, with its principal office at 500 Saginaw Dr., Redwood City, California 94063 (the "**Company**") the Exercise Shares at the Exercise Price (each subject to adjustment as provided herein). This Warrant is being issued as one of a series of warrants (the "**Warrants**") pursuant to that certain Placement Agency Agreement, dated March 25, 2015, by and between Brookline Group, LLC ("**Brookline**") and the Company (the "**Agreement**") in full satisfaction of the provisions of Section 3(e) thereof and pursuant to that certain Preferred Warrant Assignment Form, dated November 9, 2015, by and between Brookline and the Company (the "**Assignment**"). The aggregate number of Exercise Shares that Holder may purchase by exercising this warrant is \_\_\_\_\_ shares of the Company's Series A Preferred Stock (subject to adjustment pursuant to Section 5 below).

Immediately prior to the closing of the Company's initial public offering, this warrant shall become exercisable for that number of shares of Common Stock of the Company into which the shares of Exercise Shares issuable under this warrant would then be convertible as provided pursuant to the Company's Amended and Restated Certificate of Incorporation as in effect at such time (the "**Charter**").

1. **DEFINITIONS.** As used herein, the following terms shall have the following respective meanings:

- (a) "**Exercise Period**" shall mean the period commencing with the date hereof and ending seven (7) years later, unless sooner terminated as provided below.
- (b) "**Exercise Price**" shall mean \$2.41 per Exercise Share. The Exercise Price is subject to adjustment pursuant to Section 5 below.
- (c) "**Exercise Shares**" shall mean \_\_\_\_\_ shares of the Company's Series A Preferred Stock. The Exercise Shares issuable hereunder are subject to adjustment pursuant to the terms herein, including but not limited to adjustment pursuant to Section 5 below.

2. **EXERCISE OF WARRANT.** The rights represented by this Warrant may be exercised in whole or in part at any time during the Exercise Period, by delivery of the following to the Company at its address set forth above (or at such other address as it may designate by notice in writing to the Holder):

- (a) An executed Notice of Exercise in the form attached hereto;

- (b) Payment of the aggregate Exercise Price either (i) in cash or by check, or (ii) by cancellation of indebtedness; and
- (c) This Warrant.

Upon the exercise of the rights represented by this Warrant, a certificate or certificates for the Exercise Shares so purchased, registered in the name of the Holder or persons affiliated with the Holder, if the Holder so designates, shall be issued and delivered to the Holder within a reasonable time after the rights represented by this Warrant shall have been so exercised.

The person in whose name any certificate or certificates for Exercise Shares are to be issued upon exercise of this Warrant shall be deemed to have become the holder of record of such shares on the date on which this Warrant was surrendered and payment of the aggregate Exercise Price was made, irrespective of the date of delivery of such certificate or certificates, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are closed, such person shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open.

**2.1 Net Exercise.** Notwithstanding any provisions herein to the contrary, if the fair market value of one Exercise Share is greater than the Exercise Price (at the date of calculation as set forth below), in lieu of exercising this Warrant by payment of cash, the Holder may elect to receive shares equal to the value (as determined below) of this Warrant (or the portion thereof being canceled) by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of Exercise Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where X = the number of Exercise Shares to be issued to the Holder

Y = the number of Exercise Shares purchasable under the Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being canceled (at the date of such calculation)

A = the fair market value of one Exercise Share (at the date of such calculation)

B = Exercise Price (as adjusted to the date of such calculation)

For purposes of the above calculation, the fair market value of one Exercise Share shall be (a) the closing price of the Company's Exercise Shares on a national securities exchange or the over-the-counter market on the trading day immediately prior to the date of exercise or (b) if no such market price exists, determined by the Company's Board of Directors in good faith; provided, however, that in the event that this Warrant is exercised pursuant to this Section 2.1 in connection with the Company's initial public offering of its Common Stock, the fair market value per share shall be the product of (i) the per share offering price to the public of the Company's initial public offering, and (ii) the number of shares of Common Stock into which each share of Exercise Shares is convertible at the time of such exercise.

### 3. COVENANTS OF THE COMPANY.

**3.1 Covenants as to Exercise Shares.** The Company covenants and agrees that all Exercise Shares that may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be validly issued and outstanding, fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issuance thereof. The Company further covenants and agrees that the Company will at all times during the Exercise Period, have authorized and reserved, free from preemptive rights, a sufficient number of Exercise Shares to provide for the exercise of the rights represented by this Warrant. If at any time during the Exercise Period the number of authorized but unissued Exercise Shares shall not be sufficient to permit exercise of this Warrant, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Exercise Shares to such number of shares as shall be sufficient for such purposes.

**3.2 Notices of Record Date.** In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, the Company shall mail to the Holder, at least ten (10) days prior to the date specified herein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution.

### 4. REPRESENTATIONS OF HOLDER.

**4.1 Acquisition of Warrant for Personal Account.** The Holder represents and warrants that it is acquiring the Warrant and the Exercise Shares solely for its account for investment and not with a view to or for sale or distribution of said Warrant or Exercise Shares or any part thereof. The Holder also represents that the entire legal and beneficial interests of the Warrant and Exercise Shares the Holder is acquiring is being acquired for, and will be held for, its account only.

#### 4.2 Securities Are Not Registered.

(a) The Holder understands that the Warrant and the Exercise Shares have not been registered under the Securities Act of 1933, as amended (the “**Act**”) on the basis that no distribution or public offering of the stock of the Company is to be effected. The Holder realizes that the basis for the exemption may not be present if, notwithstanding its representations, the Holder has a present intention of acquiring the securities for a fixed or determinable period in the future, selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the securities. The Holder has no such present intention.

(b) The Holder recognizes that the Warrant and the Exercise Shares must be held indefinitely unless they are subsequently registered under the Act or an exemption from such registration is available. The Holder recognizes that the Company has no obligation to register the Warrant or the Exercise Shares of the Company, or to comply with any exemption from such registration, except as may be provided in the Company’s Investor Rights Agreement, dated August 21, 2015.

(c) The Holder is aware that neither the Warrant nor the Exercise Shares may be sold pursuant to Rule 144 adopted under the Act unless certain conditions are met, including, among other things, the existence of a public market for the shares, the availability of certain current public information about the Company, the resale following the required holding period under Rule 144 and the number of shares being sold during any three month period not exceeding specified limitations. Holder is aware that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company presently has no plans to satisfy these conditions in the foreseeable future.

#### 4.3 Disposition of Warrant and Exercise Shares.

(a) The Holder further agrees not to make any disposition of all or any part of the Warrant or Exercise Shares in any event unless and until:

(i) The Company shall have received a letter secured by the Holder from the Securities and Exchange Commission stating that no action will be recommended to the Commission with respect to the proposed disposition;

(ii) There is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with said registration statement; or

(iii) The Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, the Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, for the Holder to the effect that such disposition will not require registration of such Warrant or Exercise Shares under the Act or any applicable state securities laws; provided, however, that no such opinion of counsel shall be necessary for a transfer by the Holder to any affiliate of the Holder, or a transfer by the Holder, to the extent it is a partnership, to a partner of such partnership or a retired partner of such partnership who retires after the date hereof, or to the estate of any such partner or retired partner or the transfer by gift, will or intestate succession of any partner to his spouse or lineal descendants or ancestors, if the transferee agrees in writing to be subject to the terms hereof to the same extent as if such transferee were the original Holder hereunder.

(b) The Holder understands and agrees that all certificates evidencing the shares to be issued to the Holder may bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

5. **ADJUSTMENT OF EXERCISE PRICE.** In the event of changes in the outstanding Series A Preferred Stock of the Company by reason of stock dividends, split-ups, recapitalizations, reclassifications, combinations or exchanges of shares, separations, reorganizations, liquidations, or the like, or if all outstanding shares of Series A Preferred Stock are converted to Common Stock, the number and class of shares available under the Warrant in the aggregate and the Exercise Price shall be correspondingly adjusted to give the Holder of the Warrant, on exercise for the same aggregate Exercise Price, the total number, class, and kind of shares as the Holder would have owned had the Warrant been exercised prior to the event and had the Holder continued to hold such shares until after the event requiring adjustment, all subject to further adjustment as provided in this Section; provided, however, that no such adjustments shall be made with respect to, and this Warrant shall terminate if not exercised prior to, the events set forth in Section 7 below. The form of this Warrant need not be changed because of any adjustment in the number of Exercise Shares subject to this Warrant. Whenever an adjustment is made to this Warrant as provided herein, the Company shall promptly deliver to the record holder of this Warrant a certificate of an officer of the Company setting forth the nature of such adjustment and a brief statement of the facts requiring such adjustment.

**6. FRACTIONAL SHARES.** No fractional shares shall be issued upon the exercise of this Warrant as a consequence of any adjustment pursuant hereto. All Exercise Shares (including fractions) issuable upon exercise of this Warrant may be aggregated for purposes of determining whether the exercise would result in the issuance of any fractional share. If, after aggregation, the exercise would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Holder otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current fair market value of an Exercise Share by such fraction.

**7. TERMINATION.** If, at any time during the Exercise Period, the Company consummates any Asset Transfer or Acquisition (each as defined in the Charter) the Company shall provide to the Holder ten (10) days advance written notice of such Acquisition or Asset Transfer and, if (and only if) the proceeds payable to holders of Exercise Shares in such transaction are solely in the form of cash, cash equivalents or Liquid Securities (as defined below) or any combination thereof, this Warrant shall terminate unless exercised prior to the date such Acquisition or Asset Transfer is closed. “**Liquid Securities**” shall mean securities of a publicly-traded company listed on the New York Stock Exchange, the Nasdaq Stock Market or other national securities exchange.

**8. MARKET STANDOFF AGREEMENT.** Holder hereby agrees not to sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Exercise Shares or shares of Common Stock (or other securities) of the Company held by Holder (other than those included in the registration) during the 180-day period following the effective date of the Company’s first firm commitment underwritten public offering of its Common Stock (or such longer period as the underwriters or the Company shall request in order to facilitate compliance with NASD Rule 2711 or NYSE Member Rule 472 or any successor or similar rule or regulation); provided, that, with respect to the above, all officers and directors of the Company and holders of at least five percent (5%) of the Company’s voting securities are bound by and have entered into similar agreements. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to such Exercise Shares or shares of Common Stock (or other securities) until the end of such period. Holder agrees that any transferee of any Exercise Shares or shares of Common Stock (or other securities) shall be bound by this Section 8. The underwriters of the Company’s stock are intended third party beneficiaries of this Section 8 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

**9. NO STOCKHOLDER RIGHTS.** This Warrant in and of itself shall not entitle the Holder to any voting rights or other rights as a stockholder of the Company.

**10. TRANSFER OF WARRANT.** Subject to applicable laws, the restrictions on transfer set forth in this Warrant, and any restrictions applicable to the transfer of shares set forth in the Company’s bylaws, as they may be amended from time to time, this Warrant and all rights hereunder are transferable, by the Holder in person or by duly authorized attorney, upon delivery of this Warrant and the form of assignment attached hereto to any transferee designated by Holder. The transferee shall sign an investment letter in form and substance satisfactory to the Company.

**11. LOST, STOLEN, MUTILATED OR DESTROYED WARRANT.** If this Warrant is lost, stolen, mutilated or destroyed, the Company may, on such terms as to indemnity or otherwise as it may reasonably impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed. Any such new Warrant shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant shall be at any time enforceable by anyone.

**12. NOTICES, ETC.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company and Holder at the addresses listed on the signature page hereto or at such other address as the Company or Holder may designate by ten (10) days advance written notice to the other parties hereto.

**13. ACCEPTANCE.** Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

**14. AMENDMENT; WAIVER.** Any term of this Warrant may be amended or waived with the written consent of the Company and Holders of at least a majority of the Exercise Shares issuable pursuant to outstanding Warrants. Upon the effectuation of such amendment or waiver in conformance with this Section 14, the Company shall promptly give written notice thereof to the record holders of the Warrants who have not previously consented thereto in writing.

**15. GOVERNING LAW.** This Warrant and all rights, obligations and liabilities hereunder shall be governed by the laws of the State of Delaware.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its duly authorized officer as of the date first written above.

COMPANY:

ATRECA, INC.

By:       /s/ Tito Serafini  
Name:     Tito Serafini  
Title:     President and Chief Executive Officer  
Address:       500 Saginaw Dr.  
                  Redwood City, CA 94063

HOLDER:

[NAME]

Signature: \_\_\_\_\_  
Address: \_\_\_\_\_



NOTICE OF EXERCISE

TO: ATRECA, INC.

- (1) o The undersigned hereby elects to purchase \_\_\_\_\_ shares of the Series A Preferred Stock of Atreca, Inc. (the “Company”) pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.
- o The undersigned hereby elects to purchase \_\_\_\_\_ shares of the Series A Preferred Stock of Atreca, Inc. pursuant to the terms of the net exercise provisions set forth in Section 2.1 of the attached Warrant, and shall tender payment of all applicable transfer taxes, if any.

(2) The undersigned represents that (i) the aforesaid Shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares; (ii) the undersigned is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision regarding its investment in the Company; (iii) the undersigned is experienced in making investments of this type and has such knowledge and background in financial and business matters that the undersigned is capable of evaluating the merits and risks of this investment and protecting the undersigned’s own interests; (iv) the undersigned understands that the Shares issuable upon exercise of this Warrant have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), by reason of a specific exemption from the registration provisions of the Securities Act, which exemption depends upon, among other things, the bona fide nature of the investment intent as expressed herein, and, because such securities have not been registered under the Securities Act, they must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available; (v) the undersigned is aware that the aforesaid Shares may not be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met and until the undersigned has held the shares for the number of years prescribed by Rule 144, that among the conditions for use of the Rule is the availability of current information to the public about the Company and the Company has not made such information available and has no present plans to do so; and (vi) the undersigned agrees not to make any disposition of all or any part of the aforesaid Shares except in accordance with the provisions of the attached Warrant.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_  
(Please Print)

Dated: \_\_\_\_\_, 20

Holder’s  
Signature: \_\_\_\_\_

Holder’s  
Address: \_\_\_\_\_

**NOTE:** The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

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## ATRECA, INC.

## 2010 EQUITY INCENTIVE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: SEPTEMBER 29, 2010  
APPROVED BY THE STOCKHOLDERS: SEPTEMBER 29, 2010  
AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: AUGUST 4, 2011  
APPROVED BY THE STOCKHOLDERS: AUGUST 4, 2011  
AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: DECEMBER 7, 2012  
APPROVED BY THE STOCKHOLDERS: MARCH 8, 2013  
AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: JULY 25, 2013  
APPROVED BY THE STOCKHOLDERS: SEPTEMBER 18, 2013  
AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: APRIL 16, 2014  
APPROVED BY THE STOCKHOLDERS: JUNE 18, 2014  
AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: JUNE 10, 2015  
APPROVED BY THE STOCKHOLDERS: AUGUST 18, 2015  
AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: APRIL 10, 2018  
APPROVED BY THE STOCKHOLDERS: APRIL 28, 2018  
AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: SEPTEMBER 3, 2018  
APPROVED BY THE STOCKHOLDERS: SEPTEMBER 3, 2018  
AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: APRIL 17, 2019  
APPROVED BY THE STOCKHOLDERS: MAY 16, 2019

TERMINATION DATE: SEPTEMBER 28, 2020

1. GENERAL.

- (a) **Eligible Stock Award Recipients.** The persons eligible to receive Stock Awards are Employees, Directors and Consultants.
- (b) **Available Stock Awards.** The Plan provides for the grant of the following Stock Awards: (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) Stock Appreciation Rights, (iv) Restricted Stock Awards, and (v) Restricted Stock Unit Awards.
- (c) **Purpose.** The Company, by means of the Plan, seeks to secure and retain the services of the group of persons eligible to receive Stock Awards as set forth in Section 1(a), to provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate, and to provide a means by which such eligible recipients may be given an opportunity to benefit from increases in value of the Common Stock through the granting of Stock Awards.

2. ADMINISTRATION.

- (a) **Administration by Board.** The Board shall administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in Section 2(c).

**(b) Powers of Board.** The Board shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

**(i)** To determine from time to time (A) which of the persons eligible under the Plan shall be granted Stock Awards; (B) when and how each Stock Award shall be granted; (C) what type or combination of types of Stock Award shall be granted; (D) the provisions of each Stock Award granted (which need not be identical), including the time or times when a person shall be permitted to receive cash or Common Stock pursuant to a Stock Award; (E) the number of shares of Common Stock with respect to which a Stock Award shall be granted to each such person; and (F) the Fair Market Value applicable to a Stock Award.

**(ii)** To construe and interpret the Plan and Stock Awards granted under it, and to establish, amend and revoke rules and regulations for administration of the Plan. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Stock Award Agreement, in a manner and to the extent it shall deem necessary or expedient to make the Plan or Stock Award fully effective.

**(iii)** To settle all controversies regarding the Plan and Stock Awards granted under it.

**(iv)** To accelerate the time at which a Stock Award may first be exercised or the time during which a Stock Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Stock Award stating the time at which it may first be exercised or the time during which it will vest.

**(v)** To suspend or terminate the Plan at any time. Suspension or termination of the Plan shall not impair rights and obligations under any Stock Award granted while the Plan is in effect except with the written consent of the affected Participant.

**(vi)** To amend the Plan in any respect the Board deems necessary or advisable, including, without limitation, amendments relating to Incentive Stock Options and certain nonqualified deferred compensation under Section 409A of the Code and/or to bring the Plan or Stock Awards granted under the Plan into compliance therewith, subject to the limitations, if any, of applicable law. However, except as provided in Section 9(a) relating to Capitalization Adjustments, to the extent required by applicable law, stockholder approval shall be required for any amendment of the Plan that either (A) materially increases the number of shares of Common Stock available for issuance under the Plan, (B) materially expands the class of individuals eligible to receive Stock Awards under the Plan, (C) materially increases the benefits accruing to Participants under the Plan or materially reduces the price at which shares of Common Stock may be issued or purchased under the Plan, (D) materially extends the term of the Plan, or (E) expands the types of Stock Awards available for issuance under the Plan. Except as provided above, rights under any Stock Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

**(vii)** To submit any amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of Section 422 of the Code regarding Incentive Stock Options.

**(viii)** To approve forms of Stock Award Agreements for use under the Plan and to amend the terms of any one or more Stock Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Stock Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided however*, that, the rights under any Stock Award shall not be impaired by any such amendment unless (i) the Company requests the consent of the affected Participant, and (ii) such Participant consents in writing. Notwithstanding the foregoing, subject to the limitations of applicable law, if any, and without the affected Participant's consent, the Board may amend the terms of any one or more Stock Awards if necessary to maintain the qualified status of the Stock Award as an Incentive Stock Option or to bring the Stock Award into compliance with Section 409A of the Code.

**(ix)** Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Stock Awards.

**(x)** To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees, Directors or Consultants who are foreign nationals or employed outside the United States.

**(xi)** To effect, at any time and from time to time, with the consent of any adversely affected Participant, (A) the reduction of the exercise price (or strike price) of any outstanding Option or SAR under the Plan, (B) the cancellation of any outstanding Option or SAR under the Plan and the grant in substitution therefore of (1) a new Option or SAR under the Plan or another equity plan of the Company covering the same or a different number of shares of Common Stock, (2) a Restricted Stock Award, (3) a Restricted Stock Unit Award, (4) cash and/or (5) other valuable consideration (as determined by the Board, in its sole discretion), or (C) any other action that is treated as a repricing under generally accepted accounting principles; *provided, however*, that no such reduction or cancellation may be effected if it is determined, in the Company's sole discretion, that such reduction or cancellation would result in any such outstanding Option becoming subject to the requirements of Section 409A of the Code.

(c) **Delegation to Committee.** The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board shall thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revert in the Board some or all of the powers previously delegated.

(d) **Delegation to an Officer.** The Board may delegate to one or more Officers of the Company the authority to do one or both of the following: (i) designate Officers and Employees of the Company or any of its Subsidiaries to be recipients of Options and Stock Appreciation Rights (and, to the extent permitted by applicable law, other Stock Awards) and the terms thereof, and (ii) determine the number of shares of Common Stock to be subject to such Stock Awards granted to such Officers and Employees; *provided, however*, that the Board resolutions regarding such delegation shall specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Notwithstanding the foregoing, the Board may not delegate authority to an Officer to determine the Fair Market Value pursuant to Section 13(t) below.

(e) **Effect of Board's Decision.** All determinations, interpretations and constructions made by the Board in good faith shall not be subject to review by any person and shall be final, binding and conclusive on all persons.

(f) **Arbitration.** Any dispute or claim concerning any Stock Awards granted (or not granted) or any disputes or claims relating to or arising out of the Plan shall be fully, finally and exclusively resolved by binding and confidential arbitration conducted pursuant to the rules of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") in Santa Clara County, California. The Company shall pay all arbitration fees. In addition to any other relief, the arbitrator may award to the prevailing party recovery of its attorneys' fees and costs. By accepting a Stock Award, Participants and the Company waive their respective rights to have any such disputes or claims tried by a judge or jury.

### 3. **SHARES SUBJECT TO THE PLAN.**

(a) **Share Reserve.** Subject to the provisions of Section 9(a) relating to Capitalization Adjustments, the aggregate number of shares of Common Stock that may be issued pursuant to Stock Awards beginning on the Effective Date shall not exceed 25,240,685 shares, as adjusted for stock splits, stock combinations and otherwise as set forth in this Plan (the "**Share Reserve**"). Furthermore, if a Stock Award (i) expires or otherwise terminates without having been exercised in full or (ii) is settled in cash (*i.e.*, the holder of the Stock Award receives cash rather than stock), such expiration, termination or settlement shall not reduce (or otherwise offset) the number of shares of Common Stock that may be issued pursuant to the Plan. For clarity, the limitation in this Section 3(a) is a limitation in the number of shares of Common

Stock that may be issued pursuant to the Plan. Accordingly, this Section 3(a) does not limit the granting of Stock Awards except as provided in Section 7(a).

**(b) Reversion of Shares to the Share Reserve.** If any shares of Common Stock issued pursuant to a Stock Award are forfeited back to the Company because of the failure to meet a contingency or condition required to vest such shares in the Participant, then the shares which are forfeited shall revert to and again become available for issuance under the Plan. Also, any shares reacquired by the Company pursuant to Section 8(g) or as consideration for the exercise of an Option shall again become available for issuance under the Plan. Notwithstanding the provisions of this Section 3(b), any such shares shall not be subsequently issued pursuant to the exercise of Incentive Stock Options.

**(c) Incentive Stock Option Limit.** Notwithstanding anything to the contrary in this Section 3(c), subject to the provisions of Section 9(a) relating to Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options shall be two (2) times the Share Reserve.

**(d) Source of Shares.** The stock issuable under the Plan shall be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

#### **4. ELIGIBILITY.**

**(a) Eligibility for Specific Stock Awards.** Incentive Stock Options may be granted only to employees of the Company or a “parent corporation” or “subsidiary corporation” thereof (as such terms are defined in Sections 424(e) and (f) of the Code). Stock Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants; *provided, however*, Nonstatutory Stock Options and SARs may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any “parent” of the Company, as such term is defined in Rule 405, unless the stock underlying such Stock Awards is treated as “service recipient stock” under Section 409A of the Code because the Stock Awards are granted pursuant to a corporate transaction (such as a spin off transaction) or unless such Stock Awards comply with the distribution requirements of Section 409A of the Code.

**(b) Ten Percent Stockholders.** A Ten Percent Stockholder shall not be granted an Incentive Stock Option unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value on the date of grant and the Option is not exercisable after the expiration of five (5) years from the date of grant.

**(c) Consultants.** A Consultant shall not be eligible for the grant of a Stock Award if, at the time of grant, either the offer or the sale of the Company’s securities to such Consultant is not exempt under Rule 701 because of the nature of the services that the Consultant is providing to the Company, because the Consultant is not a natural person, or because of any other provision of Rule 701, unless the Company determines that such grant need not comply with the requirements of Rule 701 and will satisfy another exemption under the Securities Act as well as comply with the securities laws of all other relevant jurisdictions.

## 5. PROVISIONS RELATING TO OPTIONS AND STOCK APPRECIATION RIGHTS.

Each Option or SAR shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. All Options shall be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates shall be issued for shares of Common Stock purchased on exercise of each type of Option. If an Option is not specifically designated as an Incentive Stock Option, then the Option shall be a Nonstatutory Stock Option. The provisions of separate Options or SARs need not be identical; *provided, however*, that each Option Agreement or Stock Appreciation Right Agreement shall conform to (through incorporation of provisions hereof by reference in the applicable Stock Award Agreement or otherwise) the substance of each of the following provisions:

(a) **Term.** Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Option or SAR shall be exercisable after the expiration of ten (10) years from the date of its grant or such shorter period specified in the Stock Award Agreement.

(b) **Exercise Price.** Subject to the provisions of Section 4(b) regarding Incentive Stock Options granted to Ten Percent Stockholders, the exercise price (or strike price) of each Option or SAR shall be not less than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option or SAR on the date the Option or SAR is granted. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise price (or strike price) lower than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option or SAR if such Option or SAR is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a Corporate Transaction and in a manner consistent with the provisions of Sections 409A and 424(a) of the Code (whether or not such Stock Awards are Incentive Stock Options). Each SAR will be denominated in shares of Common Stock equivalents.

(c) **Consideration for Options.** The purchase price of Common Stock acquired pursuant to the exercise of an Option shall be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below. The Board shall have the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to utilize a particular method of payment. The permitted methods of payment are as follows:

(i) by cash, check, bank draft or money order payable to the Company;

(ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock;



(iv) if the Option is a Nonstatutory Stock Option, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company shall accept a cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued; *provided, further*, that shares of Common Stock will no longer be subject to an Option and will not be exercisable thereafter to the extent that (A) shares issuable upon exercise are reduced to pay the exercise price pursuant to the “net exercise,” (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations;

(v) according to a deferred payment or similar arrangement with the Optionholder; *provided, however*, that interest shall compound at least annually and shall be charged at the minimum rate of interest necessary to avoid (A) the imputation of interest income to the Company and compensation income to the Optionholder under any applicable provisions of the Code, and (B) the classification of the Option as a liability for financial accounting purposes; or

(vi) in any other form of legal consideration that may be acceptable to the Board.

(d) **Exercise and Payment of a SAR.** To exercise any outstanding Stock Appreciation Right, the Participant must provide written notice of exercise to the Company in compliance with the provisions of the Stock Appreciation Right Agreement evidencing such Stock Appreciation Right. The appreciation distribution payable on the exercise of a Stock Appreciation Right will be not greater than an amount equal to the excess of (A) the aggregate Fair Market Value (on the date of the exercise of the Stock Appreciation Right) of a number of shares of Common Stock equal to the number of Common Stock equivalents in which the Participant is vested under such Stock Appreciation Right, and with respect to which the Participant is exercising the Stock Appreciation Right on such date, over (B) the strike price that will be determined by the Board at the time of grant of the Stock Appreciation Right. The appreciation distribution in respect to a Stock Appreciation Right may be paid in Common Stock, in cash, in any combination of the two or in any other form of consideration, as determined by the Board and contained in the Stock Appreciation Right Agreement evidencing such Stock Appreciation Right.

(e) **Transferability of Options and SARs.** The Board may, in its sole discretion, impose such limitations on the transferability of Options and SARs as the Board shall determine. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options and SARs shall apply:

(i) **Restrictions on Transfer.** An Option or SAR shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Participant only by the Participant; *provided, however*, that the Board may, in its sole discretion, permit transfer of the Option or SAR to such extent as permitted by Rule 701 and in a manner consistent with applicable tax and securities laws upon the Participant’s request.

(ii) **Domestic Relations Orders.** Notwithstanding the foregoing, an Option or SAR may be transferred pursuant to a domestic relations order; *provided, however*, that if an Option is an Incentive Stock Option, such Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) **Beneficiary Designation.** Notwithstanding the foregoing, the Participant may, by delivering written notice to the Company, in a form provided by or otherwise satisfactory to the Company and any broker designated by the Company to effect Option exercises, designate a third party who, in the event of the death of the Participant, shall thereafter be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, the executor or administrator of the Participant's estate shall be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise.

(f) **Vesting Generally.** The total number of shares of Common Stock subject to an Option or SAR may vest and therefore become exercisable in periodic installments that may or may not be equal. The Option or SAR may be subject to such other terms and conditions on the time or times when it may or may not be exercised (which may be based on the satisfaction of performance goals or other criteria) as the Board may deem appropriate. The vesting provisions of individual Options or SARs may vary. The provisions of this Section 5(f) are subject to any Option or SAR provisions governing the minimum number of shares of Common Stock as to which an Option or SAR may be exercised.

(g) **Termination of Continuous Service.** Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, in the event that a Participant's Continuous Service terminates (other than upon the Participant's death or Disability), the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Stock Award as of the date of termination of Continuous Service) but only within such period of time ending on the earlier of (i) the date three (3) months following the termination of the Participant's Continuous Service (or such longer or shorter period specified in the Stock Award Agreement, which period shall not be less than thirty (30) days if necessary to comply with applicable state laws) or (ii) the expiration of the term of the Option or SAR as set forth in the Stock Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the time specified herein or in the Stock Award Agreement (as applicable), the Option or SAR shall terminate.

(h) **Extension of Termination Date.** Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if the exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than upon the Participant's death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option or SAR shall terminate on the earlier of (i) the expiration of a period of three (3) months after the termination of the Participant's Continuous Service during which the exercise of the Option or SAR would not be in violation of such

registration requirements, or (ii) the expiration of the term of the Option or SAR as set forth in the Stock Award Agreement. In addition, unless otherwise provided in a Participant's Award Agreement, if the sale of any Common Stock received upon exercise of an Option or SAR following the termination of the Participant's Continuous Service would violate the Company's insider trading policy, then the Option or SAR shall terminate on the earlier of (i) the expiration of a period equal to the applicable post-termination exercise period after the termination of the Participant's Continuous Service during which the exercise of the Option or SAR would not be in violation of the Company's insider trading policy, or (ii) the expiration of the term of the Option or SAR as set forth in the applicable Stock Award Agreement.

**(i) Disability of Participant.** Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, in the event that a Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Option or SAR as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (i) the date twelve (12) months following such termination of Continuous Service (or such longer or shorter period specified in the Stock Award Agreement, which period shall not be less than six (6) months if necessary to comply with applicable state laws), or (ii) the expiration of the term of the Option or SAR as set forth in the Stock Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the time specified herein or in the Stock Award Agreement (as applicable), the Option or SAR shall terminate.

**(j) Death of Participant.** Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, in the event that (i) a Participant's Continuous Service terminates as a result of the Participant's death, or (ii) the Participant dies within the period (if any) specified in the Stock Award Agreement after the termination of the Participant's Continuous Service for a reason other than death, then the Option or SAR may be exercised (to the extent the Participant was entitled to exercise such Option or SAR as of the date of death) by the Participant's estate, by a person who acquired the right to exercise the Option or SAR by bequest or inheritance or by a person designated to exercise the Option or SAR upon the Participant's death, but only within the period ending on the earlier of (i) the date eighteen (18) months following the date of death (or such longer or shorter period specified in the Stock Award Agreement, which period shall not be less than six (6) months if necessary to comply with applicable state laws), or (ii) the expiration of the term of such Option or SAR as set forth in the Stock Award Agreement. If, after the Participant's death, the Option or SAR is not exercised within the time specified herein or in the Stock Award Agreement (as applicable), the Option or SAR shall terminate.

**(k) Non-Exempt Employees.** No Option or SAR granted to an Employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, shall be first exercisable for any shares of Common Stock until at least six months following the date of grant of the Option or SAR. Notwithstanding the foregoing, consistent with the provisions of the Worker Economic Opportunity Act, in the event of the Participant's death or Disability, upon a Corporate Transaction or a Change in Control in which the vesting of such Options or SARs

accelerates, or upon the Participant's retirement (as such term may be defined in the Participant's Stock Award Agreement or in another applicable agreement or in accordance with the Company's then current employment policies and guidelines) any such vested Options and SARs may be exercised earlier than six months following the date of grant. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay.

(l) **Early Exercise of Options.** An Option may, but need not, include a provision whereby the Optionholder may elect at any time before the Optionholder's Continuous Service terminates to exercise the Option as to any part or all of the shares of Common Stock subject to the Option prior to the full vesting of the Option. Subject to the "Repurchase Limitation" in Section 8(l), any unvested shares of Common Stock so purchased may be subject to a repurchase right in favor of the Company or to any other restriction the Board determines to be appropriate. Provided that the "Repurchase Limitation" in Section 8(l) is not violated, the Company shall not be required to exercise its repurchase right until at least six (6) months (or such longer or shorter period of time required to avoid classification of the Option as a liability for financial accounting purposes) have elapsed following exercise of the Option unless the Board otherwise specifically provides in the Option Agreement.

(m) **Right of Repurchase.** Subject to the "Repurchase Limitation" in Section 8(l), the Option or SAR may include a provision whereby the Company may elect to repurchase all or any part of the vested shares of Common Stock acquired by the Participant pursuant to the exercise of the Option or SAR.

(n) **Right of First Refusal.** The Option or SAR may include a provision whereby the Company may elect to exercise a right of first refusal following receipt of notice from the Participant of the intent to transfer all or any part of the shares of Common Stock received upon the exercise of the Option or SAR. Such right of first refusal shall be subject to the "Repurchase Limitation" in Section 8(l). Except as expressly provided in this Section 5(o) or in the Stock Award Agreement, such right of first refusal shall otherwise comply with any applicable provisions of the Bylaws of the Company.

## **6. PROVISIONS OF RESTRICTED STOCK AWARDS AND RESTRICTED STOCK UNITS.**

(a) **Restricted Stock Awards.** Each Restricted Stock Award Agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. To the extent consistent with the Company's Bylaws, at the Board's election, shares of Common Stock may be (x) held in book entry form subject to the Company's instructions until any restrictions relating to the Restricted Stock Award lapse; or (y) evidenced by a certificate, which certificate shall be held in such form and manner as determined by the Board. The terms and conditions of Restricted Stock Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Award Agreements need not be identical; *provided, however*, that each Restricted Stock Award Agreement shall conform to (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

(i) **Consideration.** A Restricted Stock Award may be awarded in consideration for (A) cash or cash equivalents, (B) past or future services actually or to be rendered to the Company or an Affiliate, or (C) any other form of legal consideration that may be acceptable to the Board in its sole discretion and permissible under applicable law.

(ii) **Vesting.** Subject to the “Repurchase Limitation” in Section 8(l), shares of Common Stock awarded under the Restricted Stock Award Agreement may be subject to forfeiture to the Company in accordance with a vesting schedule to be determined by the Board.

(iii) **Termination of Participant’s Continuous Service.** If a Participant’s Continuous Service terminates, the Company may receive through a forfeiture condition or a repurchase right, any or all of the shares of Common Stock held by the Participant that have not vested as of the date of termination of Continuous Service under the terms of the Restricted Stock Award Agreement.

(iv) **Transferability.** Rights to acquire shares of Common Stock under the Restricted Stock Award Agreement shall be transferable by the Participant only upon such terms and conditions as are set forth in the Restricted Stock Award Agreement, as the Board shall determine in its sole discretion, so long as Common Stock awarded under the Restricted Stock Award Agreement remains subject to the terms of the Restricted Stock Award Agreement.

(v) **Dividends.** A Restricted Stock Award Agreement may provide that any dividends paid on Restricted Stock will be subject to the same vesting and forfeiture restrictions as apply to the shares subject to the Restricted Stock Award to which they relate.

(b) **Restricted Stock Unit Awards.** Each Restricted Stock Unit Award Agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The terms and conditions of Restricted Stock Unit Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Unit Award Agreements need not be identical, *provided, however,* that each Restricted Stock Unit Award Agreement shall conform to (through incorporation of the provisions hereof by reference in the Agreement or otherwise) the substance of each of the following provisions:

(i) **Consideration.** At the time of grant of a Restricted Stock Unit Award, the Board will determine the consideration, if any, to be paid by the Participant upon delivery of each share of Common Stock subject to the Restricted Stock Unit Award. The consideration to be paid (if any) by the Participant for each share of Common Stock subject to a Restricted Stock Unit Award may be paid in any form of legal consideration that may be acceptable to the Board in its sole discretion and permissible under applicable law.

(ii) **Vesting.** At the time of the grant of a Restricted Stock Unit Award, the Board may impose such restrictions or conditions to the vesting of the Restricted Stock Unit Award as it, in its sole discretion, deems appropriate.

(iii) **Payment.** A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof or in any other form

of consideration, as determined by the Board and contained in the Restricted Stock Unit Award Agreement.

(iv) **Additional Restrictions.** At the time of the grant of a Restricted Stock Unit Award, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

(v) **Dividend Equivalents.** Dividend equivalents may be credited in respect of shares of Common Stock covered by a Restricted Stock Unit Award, as determined by the Board and contained in the Restricted Stock Unit Award Agreement. At the sole discretion of the Board, such dividend equivalents may be converted into additional shares of Common Stock covered by the Restricted Stock Unit Award in such manner as determined by the Board. Any additional shares covered by the Restricted Stock Unit Award credited by reason of such dividend equivalents will be subject to all the terms and conditions of the underlying Restricted Stock Unit Award Agreement to which they relate.

(vi) **Termination of Participant's Continuous Service.** Except as otherwise provided in the applicable Restricted Stock Unit Award Agreement, such portion of the Restricted Stock Unit Award that has not vested will be forfeited upon the Participant's termination of Continuous Service.

(vii) **Compliance with Section 409A of the Code.** Notwithstanding anything to the contrary set forth herein, any Restricted Stock Unit Award granted under the Plan that is not exempt from the requirements of Section 409A of the Code shall contain such provisions so that such Restricted Stock Unit Award will comply with the requirements of Section 409A of the Code. Such restrictions, if any, shall be determined by the Board and contained in the Restricted Stock Unit Award Agreement evidencing such Restricted Stock Unit Award. For example, such restrictions may include, without limitation, a requirement that any Common Stock that is to be issued in a year following the year in which the Restricted Stock Unit Award vests must be issued in accordance with a fixed pre-determined schedule.

## 7. COVENANTS OF THE COMPANY.

(a) **Availability of Shares.** During the terms of the Stock Awards, the Company shall keep available at all times the number of shares of Common Stock reasonably required to satisfy such Stock Awards.

(b) **Securities Law Compliance.** The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Stock Awards and to issue and sell shares of Common Stock upon exercise of the Stock Awards; *provided, however,* that this undertaking shall not require the Company to register under the Securities Act the Plan, any Stock Award or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the

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Company shall be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained. A Participant shall not be eligible for the grant of a Stock Award or the subsequent issuance of Common Stock pursuant to the Stock Award if such grant or issuance would be in violation of any applicable securities law.

(c) **No Obligation to Notify.** The Company shall have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Stock Award. Furthermore, the Company shall have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of a Stock Award or a possible period in which the Stock Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of a Stock Award to the holder of such Stock Award.

## 8. MISCELLANEOUS.

(a) **Use of Proceeds from Sales of Common Stock.** Proceeds from the sale of shares of Common Stock pursuant to Stock Awards shall constitute general funds of the Company.

(b) **Corporate Action Constituting Grant of Stock Awards.** Corporate action constituting a grant by the Company of a Stock Award to any Participant shall be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Stock Award is communicated to, or actually received or accepted by, the Participant.

(c) **Stockholder Rights.** No Participant shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Stock Award unless and until (i) such Participant has satisfied all requirements for exercise of the Stock Award pursuant to its terms, if applicable, and (ii) the issuance of the Common Stock subject to such Stock Award has been entered into the books and records of the Company.

(d) **No Employment or Other Service Rights.** Nothing in the Plan, any Stock Award Agreement or any other instrument executed thereunder or in connection with any Stock Award granted pursuant thereto shall confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Stock Award was granted or shall affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(e) **Incentive Stock Option \$100,000 Limitation.** To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds one hundred thousand

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dollars (\$100,000), the Options or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

**(f) Investment Assurances.** The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Stock Award, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Stock Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Stock Award for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, shall be inoperative if (x) the issuance of the shares upon the exercise or acquisition of Common Stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act, or (y) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

**(g) Withholding Obligations.** Unless prohibited by the terms of a Stock Award Agreement, the Company may, in its sole discretion, satisfy any federal, state or local tax withholding obligation relating to a Stock Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Stock Award; *provided, however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid classification of the Stock Award as a liability for financial accounting purposes); (iii) withholding payment from any amounts otherwise payable to the Participant; (iv) withholding cash from a Stock Award settled in cash; or (v) by such other method as may be set forth in the Stock Award Agreement.

**(h) Electronic Delivery.** Any reference herein to a "written" agreement or document shall include any agreement or document delivered electronically or posted on the Company's intranet.

**(i) Deferrals.** To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Stock Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an

employee or otherwise providing services to the Company. The Board is authorized to make deferrals of Stock Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant's termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

(j) **Compliance with Section 409A.** To the extent that the Board determines that any Stock Award granted hereunder is subject to Section 409A of the Code, the Stock Award Agreement evidencing such Stock Award shall incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code. To the extent applicable, the Plan and Stock Award Agreements shall be interpreted in accordance with Section 409A of the Code.

(k) **Compliance with Exemption Provided by Rule 12h-1(f).** If: (i) the aggregate of the number of Optionholders and the number of holders of all other outstanding compensatory employee stock options to purchase shares of Common Stock equals or exceeds five hundred (500), and (ii) the assets of the Company at the end of the Company's most recently completed fiscal year exceed \$10 million, then the following restrictions shall apply during any period during which the Company does not have a class of its securities registered under Section 12 of the Exchange Act and is not required to file reports under Section 15(d) of the Exchange Act: (A) the Options and, prior to exercise, the shares of Common Stock acquired upon exercise of the Options may not be transferred until the Company is no longer relying on the exemption provided by Rule 12h-1(f) promulgated under the Exchange Act ("**Rule 12h-1(f)**"), except: (1) as permitted by Rule 701(c) promulgated under the Securities Act, (2) to a guardian upon the disability of the Optionholder, or (3) to an executor upon the death of the Optionholder (collectively, the "**Permitted Transferees**"); *provided, however*, the following transfers are permitted: (i) transfers by the Optionholder to the Company, and (ii) transfers in connection with a change of control or other acquisition involving the Company, if following such transaction, the Options no longer remain outstanding and the Company is no longer relying on the exemption provided by Rule 12h-1(f); *provided further*, that any Permitted Transferees may not further transfer the Options; (B) except as otherwise provided in (A) above, the Options and shares of Common Stock acquired upon exercise of the Options are restricted as to any pledge, hypothecation, or other transfer, including any short position, any "put equivalent position" as defined by Rule 16a-1(h) promulgated under the Exchange Act, or any "call equivalent position" as defined by Rule 16a-1(b) promulgated under the Exchange Act by the Optionholder prior to exercise of an Option until the Company is no longer relying on the exemption provided by Rule 12h-1(f); and (C) at any time that the Company is relying on the exemption provided by Rule 12h-1(f), the Company shall deliver to Optionholders (whether by physical or electronic delivery or written notice of the availability of the information on an internet site) the information required by Rule 701(e)(3), (4), and (5) promulgated under the Securities Act every six (6) months, including financial statements that are not more than one hundred eighty (180) days old; *provided, however*, that the Company may condition the delivery of such information upon the Optionholder's agreement to maintain its confidentiality.



(l) **Repurchase Limitation.** The terms of any repurchase right shall be specified in the Stock Award Agreement. The repurchase price for vested shares of Common Stock shall be the Fair Market Value of the shares of Common Stock on the date of repurchase. The repurchase price for unvested shares of Common Stock shall be the lower of (i) the Fair Market Value of the shares of Common Stock on the date of repurchase or (ii) their original purchase price. However, the Company shall not exercise its repurchase right until at least six (6) months (or such longer or shorter period of time necessary to avoid classification of the Stock Award as a liability for financial accounting purposes) have elapsed following delivery of shares of Common Stock subject to the Stock Award, unless otherwise specifically provided by the Board.

## 9. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; OTHER CORPORATE EVENTS.

(a) **Capitalization Adjustments.** In the event of a Capitalization Adjustment, the Board shall appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 3(c), and (iii) the class(es) and number of securities and price per share of stock subject to outstanding Stock Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive.

(b) **Dissolution or Liquidation.** Except as otherwise provided in the Stock Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Stock Awards (other than Stock Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company's right of repurchase) shall terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Stock Award is providing Continuous Service, *provided, however*, that the Board may, in its sole discretion, cause some or all Stock Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Stock Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) **Corporate Transaction.** The following provisions shall apply to Stock Awards in the event of a Corporate Transaction unless otherwise provided in the instrument evidencing the Stock Award or any other written agreement between the Company or any Affiliate and the holder of the Stock Award or unless otherwise expressly provided by the Board at the time of grant of a Stock Award. Except as otherwise stated in the Stock Award Agreement, in the event of a Corporate Transaction, then, notwithstanding any other provision of the Plan, the Board shall take one or more of the following actions with respect to Stock Awards, contingent upon the closing or completion of the Corporate Transaction:

(i) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) to assume or continue the Stock Award or to substitute a similar stock award for the Stock Award (including, but not limited to, an award to

acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction);

(ii) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to the Stock Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company);

(iii) accelerate the vesting, in whole or in part, of the Stock Award (and, if applicable, the time at which the Stock Award may be exercised) to a date prior to the effective time of such Corporate Transaction as the Board shall determine (or, if the Board shall not determine such a date, to the date that is five (5) days prior to the effective date of the Corporate Transaction), with such Stock Award terminating if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction;

(iv) arrange for the lapse of any reacquisition or repurchase rights held by the Company with respect to the Stock Award;

(v) cancel or arrange for the cancellation of the Stock Award, to the extent not vested or not exercised prior to the effective time of the Corporate Transaction, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate; and

(vi) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the value of the property the holder of the Stock Award would have received upon the exercise of the Stock Award, over (B) any exercise price payable by such holder in connection with such exercise.

The Board need not take the same action with respect to all Stock Awards or with respect to all Participants.

(d) **Change in Control.** A Stock Award may be subject to additional acceleration of vesting and exercisability upon or after a Change in Control as may be provided in the Stock Award Agreement for such Stock Award or as may be provided in any other written agreement between the Company or any Affiliate and the Participant, but in the absence of such provision, no such acceleration shall occur.

#### **10. TERMINATION OR SUSPENSION OF THE PLAN.**

(a) **Plan Term.** The Board may suspend or terminate the Plan at any time. Unless sooner terminated by the Board pursuant to Section 2, the Plan shall automatically terminate on the day before the tenth (10th) anniversary of the earlier of (i) the date the Plan is adopted by the Board, or (ii) the date the Plan is approved by the stockholders of the Company. No Stock Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) **No Impairment of Rights.** Suspension or termination of the Plan shall not impair rights and obligations under any Stock Award granted while the Plan is in effect except with the written consent of the affected Participant.

**11. EFFECTIVE DATE OF PLAN.**

This Plan shall become effective on the Effective Date.

**12. CHOICE OF LAW.**

The law of the State of California shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to that state's conflict of laws rules.

**13. DEFINITIONS.** As used in the Plan, the following definitions shall apply to the capitalized terms indicated below:

(a) **"Affiliate"** means, at the time of determination, any "parent" or "majority-owned subsidiary" of the Company, as such terms are defined in Rule 405 of the Securities Act. The Board shall have the authority to determine the time or times at which "parent" or "majority-owned subsidiary" status is determined within the foregoing definition.

(b) **"Board"** means the Board of Directors of the Company.

(c) **"Capitalization Adjustment"** means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Stock Award after the Effective Date without the receipt of consideration by the Company (through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure, or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards No. 123 (revised). Notwithstanding the foregoing, the conversion of any convertible securities of the Company shall not be treated as a Capitalization Adjustment.

(d) **"Change in Control"** means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction; *provided that*, notwithstanding the foregoing, except as may be otherwise determined by the Administrator, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities or (C) solely because the level of Ownership held by

any Exchange Act Person (the “**Subject Person**”) exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction; or

(iii) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition.

Notwithstanding the foregoing definition or any other provision of this Plan, (A) the term Change in Control shall not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant shall supersede the foregoing definition with respect to Stock Awards subject to such agreement; *provided, however*, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition shall apply.

(e) “**Code**” means the Internal Revenue Code of 1986, as amended, as well as any applicable regulations and guidance thereunder.

(f) “**Committee**” means a committee of one (1) or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

(g) “**Common Stock**” means the Class A common stock of the Company.

(h) “**Company**” means Atreca, Inc., a Delaware corporation.

(i) “**Consultant**” means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, shall not cause a Director to be considered a “Consultant” for purposes of the Plan.

(j) “**Continuous Service**” means that the Participant’s service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director, or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant’s service with the Company or an Affiliate, shall not terminate a Participant’s Continuous Service; *provided, however*, if the Entity for which a Participant is rendering service ceases to qualify as an Affiliate, as determined by the Board in its sole discretion, such Participant’s Continuous Service shall be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an employee of the Company to a consultant of an Affiliate or to a Director shall not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party’s sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence shall be treated as Continuous Service for purposes of vesting in a Stock Award only to such extent as may be provided in the Company’s leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law.

(k) “**Corporate Transaction**” means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) the consummation of a sale, exclusive license or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) the consummation of a sale or other disposition of at least ninety percent (90%) of the outstanding securities of the Company;

(iii) the consummation of a merger, consolidation or similar transaction following which the Company is not the surviving corporation;

or

(iv) the consummation of a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock and the Class B common stock of the Company outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

- (l) **“Director”** means a member of the Board.
- (m) **“Disability”** means the inability of a Participant to engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code and shall be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.
- (n) **“Effective Date”** means the effective date of this Plan, which is the earlier of (i) the date that this Plan is first approved by the Company’s stockholders, or (ii) the date this Plan is adopted by the Board.
- (o) **“Employee”** means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, shall not cause a Director to be considered an “Employee” for purposes of the Plan.
- (p) **“Entity”** means a corporation, partnership, limited liability company or other entity.
- (q) **“Exchange Act”** means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- (r) **“Exchange Act Person”** means any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that “Exchange Act Person” shall not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities.
- (s) **“Fair Market Value”** means, as of any date, the value of the Common Stock determined by the Board in compliance with Section 409A of the Code or, in the case of an Incentive Stock Option, in compliance with Section 422 of the Code.
- (t) **“Incentive Stock Option”** means an option that qualifies as an “incentive stock option” within the meaning of Section 422 of the Code and the regulations promulgated thereunder.
- (u) **“Nonstatutory Stock Option”** means an Option that does not qualify as an Incentive Stock Option.

- (v) “**Officer**” means any person designated by the Company as an officer.
- (w) “**Option**” means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.
- (x) “**Option Agreement**” means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an Option grant. Each Option Agreement shall be subject to the terms and conditions of the Plan.
- (y) “**Optionholder**” means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.
- (z) “**Own,**” “**Owned,**” “**Owner,**” “**Ownership**” A person or Entity shall be deemed to “Own,” to have “Owned,” to be the “Owner” of, or to have acquired “Ownership” of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.
- (aa) “**Participant**” means a person to whom a Stock Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.
- (bb) “**Plan**” means this Atreca, Inc., 2010 Equity Incentive Plan.
- (cc) “**Restricted Stock Award**” means an award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(a).
- (dd) “**Restricted Stock Award Agreement**” means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award. Each Restricted Stock Award Agreement shall be subject to the terms and conditions of the Plan.
- (ee) “**Restricted Stock Unit Award**” means a right to receive shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(b).
- (ff) “**Restricted Stock Unit Award Agreement**” means a written agreement between the Company and a holder of a Restricted Stock Unit Award evidencing the terms and conditions of a Restricted Stock Unit Award grant. Each Restricted Stock Unit Award Agreement shall be subject to the terms and conditions of the Plan.
- (gg) “**Rule 405**” means Rule 405 promulgated under the Securities Act.
- (hh) “**Rule 701**” means Rule 701 promulgated under the Securities Act.
- (ii) “**Securities Act**” means the Securities Act of 1933, as amended.
- (jj) “**Stock Appreciation Right**” or “**SAR**” means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 5.

(kk) “**Stock Appreciation Right Agreement**” means a written agreement between the Company and a holder of a Stock Appreciation Right evidencing the terms and conditions of a Stock Appreciation Right grant. Each Stock Appreciation Right Agreement shall be subject to the terms and conditions of the Plan.

(ll) “**Stock Award**” means any right to receive Common Stock granted under the Plan, including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a Restricted Stock Unit Award, or a Stock Appreciation Right.

(mm) “**Stock Award Agreement**” means a written agreement between the Company and a Participant evidencing the terms and conditions of a Stock Award grant. Each Stock Award Agreement shall be subject to the terms and conditions of the Plan.

(nn) “**Subsidiary**” means, with respect to the Company, (i) any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) .

(oo) “**Ten Percent Stockholder**” means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate.

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**ATRECA, INC.**  
**STOCK OPTION GRANT NOTICE**  
**(2010 EQUITY INCENTIVE PLAN)**

Atreca, Inc., a Delaware corporation (the “**Company**”), pursuant to its 2010 Equity Incentive Plan (as amended and/or restated to date, the “**Plan**”), hereby grants to Optionholder an option to purchase the number of shares of the Company’s Common Stock set forth below. This option is subject to all of the terms and conditions as set forth herein and in the Option Agreement, the Plan, and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Optionholder:  
Date of Grant:  
Vesting Commencement Date:  
Number of Shares Subject to Option:  
Exercise Price (Per Share):  
Total Exercise Price:  
Expiration Date:

**Type of Grant:**                      o Incentive Stock Option<sup>1</sup>                                      o Nonstatutory Stock Option

**Exercise Schedule:**                      o Same as Vesting Schedule                                      o Early Exercise Permitted

**Vesting Schedule:**                      [1/4<sup>th</sup> of the shares vest one year after the Vesting Commencement Date and the balance of the shares vest in a series of thirty-six (36) successive equal monthly installments measured from the first anniversary of the Vesting Commencement Date, provided in each case that the Optionholder is the providing Continuous Service to the Company or an Affiliate.] **[Conform to actual terms.]**

**Payment:**                      By one or a combination of the following items (described in the Option Agreement):

- x By cash or check
- x Pursuant to a Regulation T Program if the Shares are publicly traded
- x By delivery of already-owned shares if the Shares are publicly traded
- o By deferred payment
- o By net exercise<sup>2</sup>

**Additional Terms/Acknowledgements:** The undersigned Optionholder acknowledges receipt of, and understands and agrees to, this Stock Option Grant Notice, the Option Agreement and the Plan. Optionholder further acknowledges that as of the Date of Grant, this Stock Option Grant Notice, the Option Agreement, and the Plan set forth the entire understanding between Optionholder and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject with the exception of (i) options previously granted and delivered to Optionholder under the Plan, and (ii) the following agreements only:

**OTHER AGREEMENTS:**

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<sup>1</sup> If this is an Incentive Stock Option, it (plus other outstanding Incentive Stock Options) cannot be first *exercisable* for more than \$100,000 in value (measured by exercise price) in any calendar year. Any excess over \$100,000 is a Nonstatutory Stock Option.

<sup>2</sup> An Incentive Stock Option may not be exercised by a net exercise arrangement.



**COMPANY:**

**OPTIONHOLDER:**

**ATRECA, INC.**

By: \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

**ATTACHMENTS:** Option Agreement, 2010 Equity Incentive and Notice of Exercise

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**ATTACHMENT I**  
**OPTION AGREEMENT**

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**ATTACHMENT II**

**2010 EQUITY INCENTIVE PLAN**

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ATTACHMENT III  
NOTICE OF EXERCISE

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ATRECA, INC.  
OPTION AGREEMENT  
(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)  
(2010 EQUITY INCENTIVE PLAN)

Pursuant to your Stock Option Grant Notice (“**Grant Notice**”) and this Option Agreement, Atreca, Inc., a Delaware corporation (the “**Company**”) has granted you an option under its 2010 Equity Incentive Plan (as amended and/or restated to date, the “**Plan**”) to purchase the number of shares of the Company’s Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice. Defined terms not explicitly defined in this Option Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your option are as follows:

1. **VESTING.** Subject to the limitations contained herein, your option will vest as provided in your Grant Notice, provided that vesting will cease upon the termination of your Continuous Service.
2. **NUMBER OF SHARES AND EXERCISE PRICE.** The number of shares of Common Stock subject to your option and your exercise price per share referenced in your Grant Notice may be adjusted from time to time for Capitalization Adjustments.
3. **EXERCISE RESTRICTION FOR NON-EXEMPT EMPLOYEES.** In the event that you are an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (*i.e.*, a “**Non-Exempt Employee**”), you may not exercise your option until you have completed at least six (6) months of Continuous Service measured from the Date of Grant specified in your Grant Notice, notwithstanding any other provision of your option.
4. **EXERCISE PRIOR TO VESTING (“EARLY EXERCISE”).** If permitted in your Grant Notice (*i.e.*, the “Exercise Schedule” indicates “Early Exercise Permitted”) and subject to the provisions of your option, you may elect at any time that is both (i) during the period of your Continuous Service and (ii) during the term of your option, to exercise all or part of your option, including the unvested portion of your option; *provided, however*, that:
  - (a) a partial exercise of your option shall be deemed to cover first vested shares of Common Stock and then the earliest vesting installment of unvested shares of Common Stock;
  - (b) any shares of Common Stock so purchased from installments that have not vested as of the date of exercise shall be subject to the purchase option in favor of the Company as described in the Company’s form of Early Exercise Stock Purchase Agreement;
  - (c) you shall enter into the Company’s form of Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and

(d) if your option is an Incentive Stock Option, then, to the extent that the aggregate Fair Market Value (determined at the time of grant) of the shares of Common Stock with respect to which your option plus all other Incentive Stock Options you hold are exercisable for the first time by you during any calendar year (under all plans of the Company and its Affiliates) exceeds one hundred thousand dollars (\$100,000), your option(s) or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options.

5. **METHOD OF PAYMENT.** Payment of the exercise price is due in full upon exercise of all or any part of your option. You may elect to make payment of the exercise price in cash or by check or in any other manner ***permitted by your Grant Notice***, which may include one or more of the following:

(a) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds.

(b) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. Notwithstanding the foregoing, you may not exercise your option by tender to the Company of Common Stock to the extent such tender would violate the provisions of any law, regulation or agreement restricting the redemption of the Company's stock.

(c) Pursuant to the following deferred payment alternative:

(i) Not less than one hundred percent (100%) of the aggregate exercise price, plus accrued interest, shall be due four (4) years from date of exercise or, at the Company's election, upon termination of your Continuous Service.

(ii) Interest shall be compounded at least annually and shall be charged at the minimum rate of interest necessary to avoid (1) the treatment as interest, under any applicable provisions of the Code, of any amounts other than amounts stated to be interest under the deferred payment arrangement and (2) the classification of your option as a liability for financial accounting purposes.

(iii) In order to elect the deferred payment alternative, you must, as a part of your written notice of exercise, give notice of the election of this payment alternative and, in order to secure the payment of the deferred exercise price to the Company hereunder, if the Company so requests, you must tender to the Company a promissory note and a pledge agreement covering the purchased shares of Common Stock, both in form and substance satisfactory to the Company, or such other or additional documentation as the Company may request.

6. **WHOLE SHARES.** You may exercise your option only for whole shares of Common Stock.

7. **SECURITIES LAW COMPLIANCE.** Notwithstanding anything to the contrary contained herein, you may not exercise your option unless the shares of Common Stock issuable upon such exercise are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your option also must comply with other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations.

8. **TERM.** You may not exercise your option before the commencement or after the expiration of its term. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) three (3) months after the termination of your Continuous Service for any reason other than your Disability or death, provided that if during any part of such three (3) month period your option is not exercisable solely because of the condition set forth in the section above relating to “Securities Law Compliance,” your option shall not expire until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service;

(b) twelve (12) months after the termination of your Continuous Service due to your Disability;

(c) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates;

(d) the Expiration Date indicated in your Grant Notice; or

(e) the day before the tenth (10th) anniversary of the Date of Grant.

If your option is an Incentive Stock Option, note that to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the date of grant of your option and ending on the day three (3) months before the date of your option’s exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an Incentive Stock Option if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three (3) months after the date your employment with the Company or an Affiliate terminates.

9. **EXERCISE.**

(a) You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits) during its term by delivering a Notice of

Exercise (in a form designated by the Company) together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (1) the exercise of your option, (2) the lapse of any substantial risk of forfeiture to which the shares of Common Stock are subject at the time of exercise, or (3) the disposition of shares of Common Stock acquired upon such exercise.

(c) If your option is an Incentive Stock Option, by exercising your option you agree that you will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two (2) years after the date of your option grant or within one (1) year after such shares of Common Stock are transferred upon exercise of your option.

(d) By exercising your option you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as necessary to permit compliance with NASD Rule 2711 or NYSE Member Rule 472 and similar rules and regulations (the "**Lock-Up Period**"); *provided, however*, that nothing contained in this section shall prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 9(d) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

**10. TRANSFERABILITY.** Your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your option. In addition, if permitted by the Company you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the option is held in the trust, provided that you and the trustee enter into a transfer and other agreements required by the Company.

**11. RIGHT OF FIRST REFUSAL.** Shares of Common Stock that you acquire upon exercise of your option are subject to any right of first refusal that may be described in the Company's bylaws in effect at such time the Company elects to exercise its right; *provided, however*, that if your option is an Incentive Stock Option and the right of first refusal described in the Company's bylaws in effect at the time the Company elects to exercise its right is more

beneficial to you than the right of first refusal described in the Company's bylaws on the Date of Grant, then the right of first refusal described in the Company's bylaws on the Date of Grant shall apply. The Company's right of first refusal shall expire on the first date upon which any security of the Company is listed (or approved for listing) upon notice of issuance on a national securities exchange or quotation system.

**12. RIGHT OF REPURCHASE.** To the extent provided in the Company's bylaws in effect at such time the Company elects to exercise its right, the Company shall have the right to repurchase all or any part of the shares of Common Stock you acquire pursuant to the exercise of your option.

**13. OPTION NOT A SERVICE CONTRACT.** Your option is not an employment or service contract, and nothing in your option shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

**14. WITHHOLDING OBLIGATIONS.**

**(a)** At the time you exercise your option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

**(b)** Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). If the date of determination of any tax withholding obligation is deferred to a date later than the date of exercise of your option, share withholding pursuant to the preceding sentence shall not be permitted unless you make a proper and timely election under Section 83(b) of the Code, covering the aggregate number of shares of Common Stock acquired upon such exercise with respect to which such determination is otherwise deferred, to accelerate the determination of such tax withholding obligation to the date of exercise of your option. Notwithstanding the filing of such election, shares of Common Stock shall be withheld solely from fully vested shares of Common Stock determined as of the date of exercise of your option that are otherwise issuable to you upon such exercise. Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.



(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied.

Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

**15. TAX CONSEQUENCES.** You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You shall not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the "fair market value" per share of the Common Stock on the Date of Grant and there is no other impermissible deferral of compensation associated with the option. Because the Common Stock is not traded on an established securities market, the Fair Market Value is determined by the Board, perhaps in consultation with an independent valuation firm retained by the Company. You acknowledge that there is no guarantee that the Internal Revenue Service will agree with the valuation as determined by the Board, and you shall not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that the valuation determined by the Board is less than the "fair market value" as subsequently determined by the Internal Revenue Service.

**16. NOTICES.** Any notices provided for in your option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

**17. GOVERNING PLAN DOCUMENT.** Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your option and those of the Plan, the provisions of the Plan shall control.

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**ATRECA, INC.**  
**NOTICE OF EXERCISE**  
**(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)**  
**(2010 EQUITY INCENTIVE PLAN)**

Atreca, Inc.  
500 Saginaw Drive  
Redwood City, CA 94063-4750

Date of Exercise:

Ladies and Gentlemen:

This constitutes notice under my stock option that I elect to purchase the number of shares for the price set forth below, using the forms of payment noted, which are permitted by my grant notice.

Type of option (check one):	Incentive o	Nonstatutory o
Stock option dated:		
Number of shares as to which option is exercised:		
Certificates to be issued in name of:		
Total exercise price:	\$	
Cash payment delivered herewith:	\$	
Promissory note delivered herewith:	\$	
Value of shares of Atreca, Inc., common stock delivered herewith <sup>1</sup> :	\$	

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the Atreca, Inc. 2010 Equity Incentive Plan, (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option, and (iii) if this exercise relates to an incentive stock option,

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<sup>1</sup> Shares must meet the public trading requirements set forth in the option. Shares must be valued in accordance with the terms of the option being exercised, and must be owned free and clear of any liens, claims, encumbrances or security interests. Certificates must be endorsed or accompanied by an executed assignment separate from certificate.



to notify you in writing within fifteen (15) days after the date of any disposition of any of the shares of Common Stock issued upon exercise of this option that occurs within two (2) years after the date of grant of this option or within one (1) year after such shares of Common Stock are issued upon exercise of this option.

I hereby make the following certifications and representations with respect to the number of shares of Common Stock of the Company listed above (the “**Shares**”), which are being acquired by me for my own account upon exercise of the Option as set forth above:

I acknowledge that the Shares have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), and are deemed to constitute “restricted securities” under Rule 701 and Rule 144 promulgated under the Securities Act. I warrant and represent to the Company that I have no present intention of distributing or selling said Shares, except as permitted under the Securities Act and any applicable state securities laws.

I further acknowledge that I will not be able to resell the Shares for at least ninety days (90) after the stock of the Company becomes publicly traded (i.e., subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934) under Rule 701 and that more restrictive conditions apply to affiliates of the Company under Rule 144.

I further acknowledge that all certificates representing any of the Shares subject to the provisions of the Option shall have endorsed thereon appropriate legends reflecting the foregoing limitations, as well as any legends reflecting restrictions pursuant to the Company’s Articles of Incorporation, Bylaws and/or applicable securities laws.

I further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, I will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as necessary to permit compliance with NASD Rule 2711 or NYSE Member Rule 472 and similar rules and regulations (the “**Lock-Up Period**”). I further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. To enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

Very truly yours,

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ATRECA, INC.

**EARLY EXERCISE STOCK PURCHASE AGREEMENT  
(UNDER THE 2010 EQUITY INCENTIVE PLAN)**

**THIS AGREEMENT** is made by and between Atreca, Inc., a Delaware corporation (the “**Company**”), and (“**Purchaser**”), on , 2015 (the “**Effective Date**”).

**RECITALS:**

**WHEREAS**, Purchaser holds a stock option granted on , to purchase an aggregate of shares of common stock (“**Common Stock**”) (the “**Option**”) pursuant to the Company’s 2010 Equity Incentive Plan (as amended and/or restated as of the date of grant, the “**Plan**”);

**WHEREAS**, the Option consists of a Stock Option Agreement and a Stock Option Grant Notice for shares of the Company’s Common Stock;

**WHEREAS**, Purchaser desires to exercise vested shares and unvested shares (as defined in Section 3(a)), as of the Effective Date and has provided the Company with the duly executed Notice of Exercise and payment for the exercise of the Option; and

**WHEREAS**, Purchaser wishes to take advantage of the early exercise provision of Purchaser’s Option and therefore to enter into this Agreement.

**AGREEMENT:**

**NOW, THEREFORE, IT IS AGREED** between the parties as follows:

**1. INCORPORATION OF PLAN AND OPTION BY REFERENCE.** This Agreement is subject to all of the terms and conditions as set forth in the Plan and the Option. If there is a conflict between the terms of this Agreement and/or the Option and the terms of the Plan, the terms of the Plan shall control. If there is a conflict between the terms of this Agreement and the terms of the Option, the terms of the Option shall control. Defined terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan. Defined terms not explicitly defined in this Agreement or the Plan but defined in the Option shall have the same definitions as in the Option.

**2. PURCHASE AND SALE OF COMMON STOCK.**

**(a) Agreement to purchase and sell Common Stock.** Purchaser hereby agrees to purchase from the Company, and the Company hereby agrees to sell to Purchaser, shares of the Common Stock of the Company in accordance with and as set forth on the Notice of Exercise duly executed by Purchaser on the date hereof and attached hereto as **EXHIBIT A**.

(b) **Closing.** The closing hereunder, including payment for and delivery of the Common Stock, shall occur at the offices of the Company immediately following the execution of this Agreement, or at such other time and place as the parties may mutually agree.

**3. UNVESTED SHARE REPURCHASE OPTION.**

(a) **Repurchase Option.** In the event Purchaser's Continuous Service terminates, then the Company shall have an irrevocable option (the "**Repurchase Option**") for a period of six (6) months after the date of such termination, or such longer period as may be agreed to by the Company and Purchaser, to repurchase from Purchaser or Purchaser's personal representative, as the case may be, those shares that Purchaser received pursuant to the exercise of the Option that have not as yet vested as of the date of such termination in accordance with the Vesting Schedule indicated on Purchaser's Stock Option Grant Notice (the "**Unvested Shares**"), a copy of which is attached hereto as **EXHIBIT B**.

(b) **Share Repurchase Price.** The Company may repurchase all or any of the Unvested Shares at the **lower** of (i) the Fair Market Value of the such shares (as determined under the Plan) on the date of repurchase, or (ii) the price equal to Purchaser's Exercise Price for such shares as indicated on Purchaser's Stock Option Grant Notice (the "**Option Price**").

**4. EXERCISE OF REPURCHASE OPTION.** The Repurchase Option shall be exercised by written notice signed by such person as designated by the Company, and delivered or mailed as provided herein. Such notice shall identify the number of shares of Common Stock to be purchased and shall notify Purchaser of the time, place and date for settlement of such purchase, which shall be scheduled by the Company within the term of the Repurchase Option set forth above. The Company shall be entitled to pay for any shares of Common Stock purchased pursuant to its Repurchase Option at the Company's option in cash or by offset against any indebtedness owing to the Company by Purchaser (including without limitation any Promissory Note given in payment for the Common Stock), or by a combination of both. Upon delivery of such notice and payment of the purchase price in any of the ways described above, the Company shall become the legal and beneficial owner of the Common Stock being repurchased and all rights and interest therein or related thereto, and the Company shall have the right to transfer to its own name the Common Stock being repurchased by the Company, without further action by Purchaser.

**5. CAPITALIZATION ADJUSTMENTS TO COMMON STOCK.** In the event of a Capitalization Adjustment, then any and all new, substituted or additional securities or other property to which Purchaser is entitled by reason of Purchaser's ownership of Common Stock shall be immediately subject to the Repurchase Option and be included in the word "Common Stock" for all purposes of the Repurchase Option with the same force and effect as the shares of the Common Stock presently subject to the Repurchase Option, but only to the extent the Common Stock is, at the time, covered by such Repurchase Option. While the aggregate Option Price shall remain the same after each such event, the Option Price per share of Common Stock upon exercise of the Repurchase Option shall be appropriately adjusted.

**6. CORPORATE TRANSACTIONS.** In the event of a Corporate Transaction, then the Repurchase Option may be assigned by the Company to the successor of the Company (or such

successor's parent company), if any, in connection with such Corporate Transaction. To the extent the Repurchase Option remains in effect following such Corporate Transaction, it shall apply to the new capital stock or other property received in exchange for the Common Stock in consummation of the Corporate Transaction, but only to the extent the Common Stock was at the time covered by such right. Appropriate adjustments shall be made to the Option Price per share payable upon exercise of the Repurchase Option to reflect the Corporate Transaction upon the Company's capital structure; *provided, however*, that the aggregate Option Price payable upon exercise of the Repurchase Option shall remain the same.

**7. ESCROW OF UNVESTED COMMON STOCK.** As security for Purchaser's faithful performance of the terms of this Agreement and to insure the availability for delivery of Purchaser's Common Stock upon exercise of the Repurchase Option herein provided for, Purchaser agrees, at the closing hereunder, to deliver to and deposit with the Secretary of the Company or the Secretary's designee ("**Escrow Agent**"), as Escrow Agent in this transaction, three (3) stock assignments duly endorsed (with date and number of shares blank) in the form attached hereto as **EXHIBIT C**, together with a certificate or certificates evidencing all of the Common Stock subject to the Repurchase Option; said documents are to be held by the Escrow Agent and delivered by said Escrow Agent pursuant to the Joint Escrow Instructions of the Company and Purchaser set forth in **EXHIBIT D**, attached hereto and incorporated by this reference, which instructions also shall be delivered to the Escrow Agent at the closing hereunder.

**8. RIGHTS OF PURCHASER.** Subject to the provisions of the Option, Purchaser shall exercise all rights and privileges of a stockholder of the Company with respect to the shares deposited in escrow. Purchaser shall be deemed to be the holder of the shares for purposes of receiving any dividends that may be paid with respect to such shares and for purposes of exercising any voting rights relating to such shares, even if some or all of such shares have not yet vested and been released from the Company's Repurchase Option.

**9. LIMITATIONS ON TRANSFER.** In addition to any other limitation on transfer created by applicable securities laws, Purchaser shall not sell, assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Common Stock while the Common Stock is subject to the Repurchase Option. After any Common Stock has been released from the Repurchase Option, Purchaser shall not sell, assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Common Stock except in compliance with the provisions herein and applicable securities laws. Furthermore, the Common Stock shall be subject to any right of first refusal in favor of the Company or its assignees that may be contained in the Company's Bylaws.

**10. RESTRICTIVE LEGENDS.** All certificates representing the Common Stock shall have endorsed thereon legends in substantially the following forms (in addition to any other legend which may be required by other agreements between the parties hereto):

**(a)** "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPTION SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THIS COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO SUCH

OPTION IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY.”

(b) “THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.”

(c) “THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE COMPANY AND/OR ITS ASSIGNEE(S) AS PROVIDED IN THE BYLAWS OF THE COMPANY.”

(d) “THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED PURSUANT TO THE EXERCISE OF A[N] INCENTIVE STOCK OPTION/ NONSTATUTORY STOCK OPTION.

(e) Any legend required by appropriate blue sky officials.

**11. INVESTMENT REPRESENTATIONS.** In connection with the purchase of the Common Stock, Purchaser represents to the Company the following:

(a) Purchaser is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Common Stock. Purchaser is acquiring the Common Stock for investment for Purchaser’s own account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act.

(b) Purchaser understands that the Common Stock has not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser’s investment intent as expressed herein.

(c) Purchaser further acknowledges and understands that the Common Stock must be held indefinitely unless the Common Stock is subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Company is under no obligation to register the Common Stock. Purchaser understands that the certificate evidencing the Common Stock will be imprinted with a legend that prohibits the transfer of the Common Stock unless the Common Stock is registered or such registration is not required in the opinion of counsel for the Company.

(d) Purchaser is familiar with the provisions of Rules 144 and 701, under the Securities Act, as in effect from time to time, which, in substance, permit limited public resale of “restricted securities” acquired, directly or indirectly, from the issuer thereof (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of issuance of the securities, such

issuance will be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the securities exempt under Rule 701 may be sold by Purchaser ninety (90) days thereafter, subject to the satisfaction of certain of the conditions specified by Rule 144 and the market stand-off provision described in Purchaser's Stock Option Agreement and the Notice of Exercise.

(e) In the event that the sale of the Common Stock does not qualify under Rule 701 at the time of purchase, then the Common Stock may be resold by Purchaser in certain limited circumstances subject to the provisions of Rule 144, which requires, among other things: (i) the availability of certain public information about the Company, and (ii) the resale occurring following the required holding period under Rule 144 after Purchaser has purchased, and made full payment of (within the meaning of Rule 144), the securities to be sold.

(f) Purchaser further understands that at the time Purchaser wishes to sell the Common Stock there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public current information requirements of Rule 144 or 701, and that, in such event, Purchaser would be precluded from selling the Common Stock under Rule 144 or 701 even if the minimum holding period requirement had been satisfied.

12. **MARKET STAND-OFF AGREEMENT.** By exercising the Option, Purchaser agrees to the market stand-off provisions in the Notice of Exercise (with the time during which such restrictions apply being the "**Lock-Up Period**"); *provided, however*, that nothing shall prevent the exercise of the Repurchase Option during the Lock-Up Period. Purchaser further agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. To enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Purchaser's shares of Common Stock until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 12 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

13. **SECTION 83(b) ELECTION.** Purchaser understands that Section 83(a) of the Code taxes as ordinary income the difference between the amount paid for the Common Stock and the fair market value of the Common Stock as of the date any restrictions on the Common Stock lapse. In this context, "restriction" includes the right of the Company to buy back the Common Stock pursuant to the Repurchase Option set forth above. Purchaser understands that Purchaser may elect to be taxed at the time the Common Stock is purchased, rather than when and as the Repurchase Option expires, by filing an election under Section 83(b) (an "**83(b) Election**") of the Code with the Internal Revenue Service within thirty (30) days of the date of purchase. Even if the fair market value of the Common Stock at the time of the execution of this Agreement equals the amount paid for the Common Stock, the 83(b) Election must be made to avoid income under Section 83(a) in the future. Purchaser understands that failure to file such an 83(b) Election in a timely manner may result in adverse tax consequences for Purchaser. Purchaser further understands that Purchaser must file an additional copy of such 83(b) Election with his or her

federal income tax return for the calendar year in which the date of this Agreement falls. Purchaser acknowledges that the foregoing is only a summary of the effect of United States federal income taxation with respect to purchase of the Common Stock hereunder, and does not purport to be complete. Purchaser further acknowledges that the Company has directed Purchaser to seek independent advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state or foreign country in which Purchaser may reside, and the tax consequences of Purchaser's death. **PURCHASER ASSUMES ALL RESPONSIBILITY FOR FILING AN 83(B) ELECTION AND PAYING ALL TAXES RESULTING FROM SUCH ELECTION (OR THE FAILURE TO FILE SUCH ELECTION TIMELY OR AT ALL) OR THE LAPSE OF THE RESTRICTIONS ON THE COMMON STOCK.** A sample form of 83(b) Election is attached hereto as **EXHIBIT E**.

**14. REFUSAL TO TRANSFER.** The Company shall not be required (a) to transfer on its books any shares of Common Stock of the Company which shall have been transferred in violation of any of the provisions set forth in this Agreement, or (b) to treat as owner of such shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares shall have been so transferred.

**15. NO EMPLOYMENT RIGHTS.** This Agreement is not an employment contract and nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company or its Affiliates to terminate Purchaser's employment for any reason at any time, with or without cause and with or without notice.

**16. MISCELLANEOUS.**

**(a) Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not during normal business hours of the recipient, then on the next business day, (c) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party hereto at such party's address hereinafter set forth on the signature page hereof, or at such other address as such party may designate by ten (10) days advance written notice to the other party hereto.

**(b) Successors and Assigns.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Purchaser, Purchaser's successors, and assigns. The Company may assign the Repurchase Option hereunder at any time or from time to time, in whole or in part.

**(c) Attorneys' Fees; Specific Performance.** Purchaser shall reimburse the Company for all costs incurred by the Company in enforcing the performance of, or protecting its rights under, any part of this Agreement, including reasonable costs of investigation and attorneys' fees. It is the intention of the parties that the Company, upon exercise of the Repurchase Option and payment for the shares repurchased, pursuant to the terms of this Agreement, shall be entitled to receive the Common Stock, *in specie*, in order to have such



Common Stock available for future issuance without dilution of the holdings of other stockholders. Furthermore, it is expressly agreed between the parties that money damages are inadequate to compensate the Company for the Common Stock and that the Company shall, upon proper exercise of the Repurchase Option, be entitled to specific enforcement of its rights to purchase and receive said Common Stock.

**(d) Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any action brought by either party to interpret or enforce any provision of this Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of, the appropriate state or federal court for the district encompassing the Company's principal place of business.

**(e) Further Execution.** The parties agree to take all such further action(s) as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable, and to take whatever steps may be necessary to obtain any governmental approval in connection with or otherwise qualify the issuance of the securities that are the subject of this Agreement.

**(f) Independent Counsel.** Purchaser acknowledges that this Agreement has been prepared on behalf of the Company by Cooley LLP, counsel to the Company and that Cooley LLP does not represent, and is not acting on behalf of, Purchaser. Purchaser has been provided with an opportunity to consult with Purchaser's own counsel with respect to this Agreement.

**(g) Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.

**(h) Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

**(i) Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Early Exercise Stock Purchase Agreement as of the Effective Date.

COMPANY:

ATRECA, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 500 Saginaw Drive, First Floor  
Redwood City, CA 94063

PURCHASER:

\_\_\_\_\_  
Address:

EARLY EXERCISE STOCK PURCHASE AGREEMENT  
SIGNATURE PAGE

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EXHIBIT A

EXECUTED NOTICE OF EXERCISE

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EXHIBIT B

STOCK OPTION GRANT NOTICE

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EXHIBIT C

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

**FOR VALUE RECEIVED,** hereby sells, assigns and transfers unto Atreca, Inc., a Delaware corporation (the “**Company**”), pursuant to the Repurchase Option under that certain Early Exercise Stock Purchase Agreement, dated , 2015, by and between the undersigned and the Company (the “**Agreement**”), ( ) shares of Common Stock of the Company standing in the undersigned’s name on the books of the Company represented by Certificate No(s). and does hereby irrevocably constitute and appoint the Company’s Secretary attorney-in-fact to transfer said Common Stock on the books of the Company with full power of substitution in the premises. This Assignment may be used only in accordance with and subject to the terms and conditions of the Agreement, in connection with the repurchase of shares of Common Stock issued to the undersigned pursuant to the Agreement, and only to the extent that such shares remain subject to the Company’s Repurchase Option under the Agreement.

Dated: \_\_\_\_\_

[Instruction: Please do NOT fill in any blanks; just sign the signature line and leave all other blanks, including the date, not completed.]

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STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

**FOR VALUE RECEIVED,** \_\_\_\_\_ hereby sells, assigns and transfers unto Atreca, Inc., a Delaware corporation (the “**Company**”), pursuant to the Repurchase Option under that certain Early Exercise Stock Purchase Agreement, dated \_\_\_\_\_, 2015, by and between the undersigned and the Company (the “**Agreement**”), \_\_\_\_\_ (\_\_\_\_\_) shares of Common Stock of the Company standing in the undersigned’s name on the books of the Company represented by Certificate No(s). \_\_\_\_\_ and does hereby irrevocably constitute and appoint the Company’s Secretary attorney-in-fact to transfer said Common Stock on the books of the Company with full power of substitution in the premises. This Assignment may be used only in accordance with and subject to the terms and conditions of the Agreement, in connection with the repurchase of shares of Common Stock issued to the undersigned pursuant to the Agreement, and only to the extent that such shares remain subject to the Company’s Repurchase Option under the Agreement.

Dated: \_\_\_\_\_

[Instruction: Please do NOT fill in any blanks; just sign the signature line and leave all other blanks, including the date, not completed.]

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STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

**FOR VALUE RECEIVED,** \_\_\_\_\_ hereby sells, assigns and transfers unto Atreca, Inc., a Delaware corporation (the “**Company**”), pursuant to the Repurchase Option under that certain Early Exercise Stock Purchase Agreement, dated \_\_\_\_\_, 2015, by and between the undersigned and the Company (the “**Agreement**”), \_\_\_\_\_ ( \_\_\_\_\_ ) shares of Common Stock of the Company standing in the undersigned’s name on the books of the Company represented by Certificate No(s). \_\_\_\_\_ and does hereby irrevocably constitute and appoint the Company’s Secretary attorney-in-fact to transfer said Common Stock on the books of the Company with full power of substitution in the premises. This Assignment may be used only in accordance with and subject to the terms and conditions of the Agreement, in connection with the repurchase of shares of Common Stock issued to the undersigned pursuant to the Agreement, and only to the extent that such shares remain subject to the Company’s Repurchase Option under the Agreement.

Dated: \_\_\_\_\_

[Instruction: Please do NOT fill in any blanks; just sign the signature line and leave all other blanks, including the date, not completed.]

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EXHIBIT D

JOINT ESCROW INSTRUCTIONS

Secretary  
Atreca, Inc.  
c/o Cooley LLP  
3175 Hanover Street  
Palo Alto, CA 94304  
Attention: Barbara Kosacz

Dear Sir or Madam:

As Escrow Agent for both Atreca, Inc., a Delaware corporation ("**Company**"), and the undersigned purchaser of Common Stock of the Company ("**Purchaser**"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Early Exercise Stock Purchase Agreement ("**Agreement**"), dated \_\_\_\_\_, 2015, to which a copy of these Joint Escrow Instructions is attached as Exhibit D, in accordance with the following instructions:

1. In the event the Company or an assignee shall elect to exercise the Repurchase Option set forth in the Agreement, the Company or its assignee will give to Purchaser and you a written notice specifying the number of shares of Common Stock to be purchased, the purchase price, and the time for a closing hereunder at the principal office of the Company. Purchaser and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

2. At the closing you are directed (a) to date any stock assignments necessary for the transfer in question, (b) to fill in the number of shares being transferred, and (c) to deliver same, together with the certificate evidencing the shares of Common Stock to be transferred, to the Company against the simultaneous delivery to you of the purchase price (which may include suitable acknowledgment of cancellation of indebtedness) of the number of shares of Common Stock being purchased pursuant to the exercise of the Repurchase Option.

3. Purchaser irrevocably authorizes the Company to deposit with you any certificates evidencing shares of Common Stock to be held by you hereunder and any additions and substitutions to said shares as specified in the Agreement. Purchaser does hereby irrevocably constitute and appoint you as the Purchaser's attorney-in-fact and agent for the term of this escrow to execute with respect to such securities and other property all documents of assignment and/or transfer and all stock certificates necessary or appropriate to make all securities negotiable and complete any transaction herein contemplated.

4. This escrow shall terminate and the shares of stock held hereunder shall be released in full upon the later of (a) the expiration or exercise in full of the Repurchase Option,

whichever occurs first, and (b) the payment in full of all principal and interest due and payable under the promissory note attached to the Agreement, if any.

5. If at the time of termination of this escrow you should have in your possession any documents, securities, or other property belonging to Purchaser, you shall deliver all of same to Purchaser and shall be discharged of all further obligations hereunder; *provided, however*, that if at the time of termination of this escrow you are advised by the Company that the property subject to this escrow is the subject of a pledge or other security agreement, you shall deliver all such property to the pledgeholder or other person designated by the Company.

6. Except as otherwise provided in these Joint Escrow Instructions, your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties or their assignees. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for Purchaser while acting in good faith and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

8. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

9. You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

10. You shall not be liable for the outlawing of any rights under any statute of limitations with respect to these Joint Escrow Instructions or any documents deposited with you.

11. Your responsibilities as Escrow Agent hereunder shall terminate if you shall cease to be Secretary of the Company or if you shall resign by written notice to the Company party. In the event of any such termination, the Secretary of the Corporation shall automatically become the successor Escrow Agent unless the Company shall appoint another successor Escrow Agent, and Purchaser hereby confirms the appointment of such successor as Purchaser's attorney-in-fact and agent to the full extent of your appointment.



12. If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

13. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

14. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, including delivery by express courier or five days after deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties hereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto:

**COMPANY:** Atreca, Inc.  
500 Saginaw Drive, 1<sup>st</sup> Floor  
Redwood City, CA 94063

**PURCHASER:**

**ESCROW AGENT:** Secretary  
Atreca, Inc.  
c/o Cooley LLP  
3175 Hanover Street  
Palo Alto, CA 94304  
Attention: Barbara Kosacz

15. By signing these Joint Escrow Instructions you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement.

16. You shall be entitled to employ such legal counsel and other experts (including without limitation the firm of Cooley LLP) as you may deem necessary properly to advise you in connection with your obligations hereunder. You may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefor. The Company shall be responsible for all fees generated by such legal counsel in connection with your obligations hereunder.

17. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. It is understood and agreed that references

to “you” or “your” herein refer to the original Escrow Agent and to any and all successor Escrow Agents. It is understood and agreed that the Company may at any time or from time to time assign its rights under the Agreement and these Joint Escrow Instructions in whole or in part.

**18.** This Agreement shall be governed by and interpreted and determined in accordance with the laws of the State of California, as such laws are applied by California courts to contracts made and to be performed entirely in California by residents of that state.

Very truly yours,

**COMPANY:**

**ATRECA, INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_

**ESCROW AGENT:**

\_\_\_\_\_  
Barbara Kosacz

EXHIBIT E

SAMPLE SECTION 83(b) ELECTION  
(for Stock Acquired under a Nonstatutory Stock Option)

, 2015

Director of Internal Revenue  
Internal Revenue Service Center  
[CITY, STATE ZIP]<sup>1</sup>

Re: Election Under Section 83(b)

Ladies and Gentlemen:

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below. The following information is supplied in accordance with Treasury Regulation § 1.83-2:

1. The name, address and social security number of the undersigned:

Name: \_\_\_\_\_ (“*Purchaser*”)  
Address: \_\_\_\_\_  
  
Social Security Number: \_\_\_\_\_

2. A description of the property with respect to which the election is being made:

[ ] shares of Common Stock (the “*Stock*”) of Atreca, Inc., a Delaware corporation (the “*Company*”).

3. The date on which the Stock was purchased: \_\_\_\_\_, 2015.

The taxable year for which such election is made: Calendar year 2015.

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<sup>1</sup> [The Section 83(b) election must be filed with the IRS office where the person otherwise files his or her tax return. As of June 24, 2010, the correct city/state/zip to send the 83(b) election is: Fresno, CA 93888, for taxpayers living in California. **You must verify this address is still correct. Also, please be aware that the IRS can change the address at any time, and that this address varies depending on the state in which you live.**]

**4. The restrictions to which the Stock is subject:**

If, on or before \_\_\_\_\_, the continuous service of the Purchaser to the Company terminates for any reason, the Company shall have the option to repurchase some or all of the property (depending upon the date of such termination) for a price equal to the lesser of the cost or the then-current fair market value of the property repurchased.

**5. The fair market value at the time of transfer of the Stock, determined without regard to any lapse restriction:** \$ \_\_\_\_\_ ( \_\_\_\_\_ shares having a fair market value of \$ \_\_\_\_\_ per share)

**6. The amount paid for the Stock:** \$ \_\_\_\_\_ ( \_\_\_\_\_ shares at \$ \_\_\_\_\_ per share).

**7. Copies provided:** A copy of this statement has been furnished to the Company and the transferee of the Stock if different from the Purchaser.

Very truly yours,

E-2

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## ATRECA, INC.

## INDEMNITY AGREEMENT

**THIS INDEMNITY AGREEMENT** (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, between Atreca, Inc., a Delaware corporation (the “**Company**”), and \_\_\_\_\_ (“**Indemnatee**”).

## RECITALS

**A.** Highly competent persons have become more reluctant to serve corporations as directors or officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

**B.** Although furnishing of insurance to protect persons serving a corporation and its subsidiaries from certain liabilities has been a customary and widespread practice among U.S.-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Company’s Bylaws (the “**Bylaws**”) and the Company’s Certificate of Incorporation (the “**Certificate of Incorporation**”) require indemnification of the Company’s executive officers and directors and permit indemnification of certain other officers and persons. Indemnatee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the “**DGCL**”). The Bylaws, the Certificate of Incorporation and the DGCL expressly provide that their respective indemnification provisions are not exclusive, and contemplate that contracts may be entered into between the Company and its officers, members of the Board and other persons with respect to indemnification;

**C.** The uncertainties relating to such liability insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

**D.** The Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders, and that the Company should act to assure such persons that there will be increased certainty of protection in the future;

**E.** It is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

**F.** This Agreement is a supplement to and in furtherance of the Bylaws, the Certificate of Incorporation and any resolutions adopted pursuant to such indemnification, and will not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnatee;

**G.** Indemnatee does not regard the protection available under the Bylaws, the Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnatee to serve in such capacity. Indemnatee is willing to serve, continue to serve and/or to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified;

**H.** Indemnatee may have certain rights to indemnification and insurance provided by other entities or organizations which Indemnatee and such other entities and organizations intend to be secondary to the primary obligation of the Company to indemnify Indemnatee as provided in this Agreement, with the Company's acknowledgement and agreement to the foregoing being a material condition to Indemnatee's willingness to serve on the Board; and

**I.** This Agreement supersedes and replaces in its entirety any previous indemnification agreement entered into between the Company and Indemnatee.

**NOW, THEREFORE,** in consideration of Indemnatee's agreement to serve as an officer and/or a director from and after the date first written above, the parties agree as follows:

**1. Indemnity of Indemnatee.** The Company agrees to hold harmless and indemnify Indemnatee to the fullest extent permitted by law, as such may be amended from time to time in accordance with the terms of this Agreement. In furtherance of this indemnification, and without limiting the generality of such indemnification:

**(a) Proceedings Other Than Proceedings by or in the Right of the Company.** Indemnatee will be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status, Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnatee will be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter. This indemnification is provided if Indemnatee acted in good faith and in a manner Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnatee's conduct was unlawful.

**(b) Proceedings by or in the Right of the Company.** Indemnatee will be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnatee will be indemnified against all Expenses actually and reasonably incurred by Indemnatee, or on Indemnatee's behalf, in connection with such Proceeding if Indemnatee acted in good faith and in a manner Indemnatee reasonably believed to be in, or not opposed to, the best interests of the

Company. Indemnification will not be provided against such Expenses if made in respect of any claim, issue or matter in such Proceeding as to which Indemnatee will have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware will determine that such indemnification may be made.

**(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** Notwithstanding any other provision of this Agreement, to the extent that Indemnatee is, by reason of his or her Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he or she will be indemnified to the maximum extent permitted by law against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith. If Indemnatee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company will indemnify Indemnatee against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 1(c), the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, will be deemed to be a successful result as to such claim, issue or matter.

**2. Additional Indemnity.** In addition to, and without regard to any limitations on, the indemnification provided for in Section 1, the Company agrees to indemnify and hold Indemnatee harmless against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf if, by reason of his or her Corporate Status, he or she is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, any and all liability arising out of the negligence or active or passive wrongdoing of Indemnatee. The only limitation that will exist on the Company's obligations pursuant to this Agreement will be that the Company will not be obligated to make any payment to Indemnatee that is finally determined (under the procedures, and subject to the presumptions, in Sections 6 and 7) to be unlawful.

**3. Contribution.**

**(a)** Whether or not the indemnification provided in Sections 1 and 2 is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), the Company will pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnatee to contribute to such payment, and the Company waives and relinquishes any right of contribution it may have against Indemnatee. The Company will not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnatee. The Company will not settle any action or claim in a manner that would impose any penalty or admission of guilt or liability on Indemnatee without Indemnatee's written consent.

**(b)** Without diminishing or impairing the obligations of the Company in the preceding subparagraph, if Indemnatee elects or is required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which

the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company will contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all its officers, directors or employees, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose. To the extent necessary to conform to law, the proportion determined on the basis of relative benefit may be further adjusted by reference to the relative fault of the Company and all its officers, directors or employees, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which the applicable law may require to be considered. The relative fault of the Company and all its officers, directors or employees, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, will be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their respective conduct is active or passive.

(c) The Company agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution that may be brought by the Company's officers, directors or employees, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, will contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding to reflect: (i) the relative benefits received by the Company and Indemnitee as a result of the events and transactions giving cause to such Proceeding; and (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such events and transactions.

4. **Indemnification for Expenses of a Witness.** Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she will be indemnified against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

5. **Advancement of Expenses.** Notwithstanding any other provision of this Agreement, the Company will advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within 30 days after the receipt by the Company of a statement from Indemnitee requesting such advance or advances, whether prior to or after final disposition of such Proceeding. Such statement will reasonably evidence the Expenses incurred by Indemnitee and will include or be preceded or accompanied by



a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it is ultimately determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 will be unsecured and interest free.

**6. Procedures and Presumptions for Determination of Entitlement to Indemnification.** It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions will apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee will submit to the Company a written request with such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company will, promptly on receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such request to the Company, or to provide such a request in a timely fashion, will not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) On written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a), Indemnitee's entitlement to indemnification will be determined in the specific case:

(i) by one of the following four methods, which will be at the election of the Board, unless a Change in Control has occurred:

(a) by a majority vote of the Disinterested Directors, even though less than a quorum;

(b) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum;

(c) if there are no Disinterested Directors or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which will be delivered to Indemnitee; or

(d) if so directed by the Board, by the Company's stockholders; or

(ii) if a Change in Control has occurred, by Independent Counsel in a written opinion to the Board, a copy of which will be delivered to Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b), the Independent Counsel will be selected as

provided in this Section 6(c). The Independent Counsel will be selected by the Board and the Board will notify Indemnitee by written notice. Within ten days after such notice has been given, Indemnitee may deliver to the Company a written objection to such selection. However, that objection may only be asserted on the ground that the Independent Counsel does not meet the requirements of “**Independent Counsel**” as set forth in Section 13, and the objection will include with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected will act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If no Independent Counsel has been selected and not objected to within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a), either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection made by Indemnitee to the Company’s selection of Independent Counsel or for the appointment of a person selected by the court or by such other person as the court designates to serve as Independent Counsel. The person with respect to whom all objections are so resolved or the person so appointed will act as Independent Counsel under Section 6(b). The Company will pay any and all reasonable fees and expenses of the Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b), and the Company will pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed. In no event will Indemnitee be liable for fees and expenses incurred by such Independent Counsel.

(d) In making a determination with respect to entitlement to indemnification under this Agreement, the person, persons or entity making such determination will presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption will have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by the Board or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by the Board or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, will be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee will be deemed to have acted in good faith if Indemnitee’s action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and actions, or failure to act, of any director, officer, agent or employee of the Enterprise will not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it will in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company. Anyone seeking

to overcome this presumption will have the burden of proof and the burden of persuasion by clear and convincing evidence.

**(f)** If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnatee is entitled to indemnification has not made a determination within 60 days after receipt by the Company of the request, the requisite determination of entitlement to indemnification will be deemed to have been made, and Indemnatee will be entitled to such indemnification absent (i) a misstatement by Indemnatee of a material fact or an omission of a material fact necessary to make Indemnatee's statement not materially misleading in connection with the request for indemnification or (ii) a prohibition of such indemnification under applicable law. Such 60-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation or information relating thereto. The provisions of this Section 6(f) will not apply if the determination of entitlement to indemnification is to be made by the Company's stockholders pursuant to Section 6(b) and if (A) within 15 days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the Company's stockholders for their consideration at an annual meeting to be held within 75 days after such receipt, and such determination is made at that annual meeting, or (B) a special meeting of the Company's stockholders is called within 15 days after such receipt for the purpose of making such determination, such meeting is held for such purpose within 60 days after having been so called and such determination is made at that special meeting.

**(g)** Indemnatee will cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing such person, persons or entity, on reasonable advance request, any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company will act reasonably and in good faith in making a determination regarding Indemnatee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnatee in so cooperating with the person, persons or entity making such determination will be borne by the Company (irrespective of the determination as to Indemnatee's entitlement to indemnification), and the Company indemnifies and agrees to hold Indemnatee harmless therefrom.

**(h)** The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnatee is a party is resolved in any manner other than by adverse judgment against Indemnatee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it will be presumed that Indemnatee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption will have the burden of proof and the burden of persuasion by clear and convincing evidence.

**(i)** The termination of any Proceeding or of any claim, issue or matter in any Proceeding, by judgment, order settlement or conviction, or on a plea of nolo contendere or its

equivalent, will not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnatee to indemnification or create a presumption that Indemnatee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnatee had reasonable cause to believe that his or her conduct was unlawful.

## **7. Remedies of Indemnatee.**

**(a)** In the event that (i) a determination is made pursuant to Section 6 that Indemnatee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5, (iii) subject to the limitations set forth herein, no determination of entitlement to indemnification is made pursuant to Section 6(b) within 90 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten days after receipt by the Company of a written request for such payment or (v) payment of indemnification is not made within ten days after a determination has been made that Indemnatee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6, Indemnatee will be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnatee's entitlement to such indemnification. Indemnatee will commence such proceeding seeking an adjudication within one year following the date on which Indemnatee first has the right to commence such proceeding pursuant to this Section 7(a). The Company will not oppose Indemnatee's right to seek any such adjudication.

**(b)** In the event that a determination has been made pursuant to Section 6(b) that Indemnatee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 will be conducted in all respects as a de novo trial on the merits, and Indemnatee will not be prejudiced by reason of the adverse determination under Section 6(b).

**(c)** If a determination has been made pursuant to Section 6(b) that Indemnatee is entitled to indemnification, the Company will be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnatee of a material fact or an omission of a material fact necessary to make Indemnatee's misstatement not materially misleading in connection with the application for indemnification or (ii) a prohibition of such indemnification under applicable law.

**(d)** In the event that Indemnatee, pursuant to this Section 7, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company will pay on his or her behalf, in advance, any and all expenses (of the types described in the definition of Expenses) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnatee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

**(e)** The Company will be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable, and will stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company will indemnify Indemnatee against any and

all Expenses and, if requested by Indemnitee, will (within ten days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement will be required to be made prior to the final disposition of the Proceeding.

#### **8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.**

(a) The rights of indemnification as provided by this Agreement will not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of the Company's stockholders, a resolution of Board or otherwise. No amendment, alteration or repeal of this Agreement or of any provision of this Agreement will limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, the Bylaws and this Agreement, it is the intent of the parties of this Agreement that Indemnitee will enjoy all greater benefits so afforded by such change. No right or remedy in this Agreement conferred is intended to be exclusive of any other right or remedy, and every other right and remedy will be cumulative and in addition to every other right and remedy given under this Agreement or now or hereafter existing at law, in equity or otherwise. The assertion or employment of any right or remedy, under this Agreement or otherwise, will not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that serves at the request of the Company, the Company will procure such insurance policy or policies under which Indemnitee will be covered in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms of this Agreement, the Company has director and officer liability insurance in effect, the Company will give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures in the respective policies. The Company will thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) The Company acknowledges that Indemnitee has or may have in the future certain rights to indemnification, advancement of expenses or insurance provided by other entities or organizations (collectively, the "**Secondary Indemnitors**"). The Company agrees that (i) it is

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the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Secondary Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) it will be required to advance the full amount of expenses incurred by Indemnitee and will be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, the Certificate of Incorporation or the Bylaws (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Secondary Indemnitors, and (iii) it irrevocably waives, relinquishes and releases the Secondary Indemnitors from any and all claims against the Secondary Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Secondary Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company will affect the foregoing and the Secondary Indemnitors will have a right of contribution and be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Secondary Indemnitors are express third-party beneficiaries of the terms of this Section 8(c).

(d) Except as provided in Section 8(c), in the event of any payment under this Agreement, the Company will be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee (other than against the Secondary Indemnitors), who will execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) Except as provided in Section 8(c), the Company will not be liable under this Agreement to make any payment of amounts otherwise indemnifiable under this Agreement if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(f) Except as provided in Section 8(c), the Company's obligation to indemnify or advance Expenses under this Agreement to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise will be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

**9. Exceptions to Right of Indemnification.** Notwithstanding any provision in this Agreement, the Company will not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the foregoing will not affect the rights of Indemnitee or the Secondary Indemnitors in Section 8(c);

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act, or similar provisions of state statutory law or common law;

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees, or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law;

(d) with respect to remuneration paid to Indemnitee if it is determined by final judgment or other final adjudication that such remuneration was in violation of law (and, in this respect, both the Company and Indemnitee have been advised that the SEC believes that indemnification for liabilities arising under the federal securities laws is against public policy and is, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication, as indicated in the last paragraph of this Section 9);

(e) a final judgment or other final adjudication is made that Indemnitee's conduct was in bad faith, knowingly fraudulent or deliberately dishonest or constituted willful misconduct (but only to the extent of such specific determination);

(f) in connection with any claim for reimbursement or any recovery policy of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act or Section 954 of the Dodd-Frank Act, or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act)), if Indemnitee is held liable therefor (including pursuant to any settlement); or

(g) on account of conduct that is established by a final judgment as constituting a breach of Indemnitee's duty of loyalty to the Company or resulting in any personal profit or advantage to which Indemnitee is not legally entitled.

For purposes of this Section 9, a final judgment or other adjudication may be reached in either the underlying proceeding or action in connection with which indemnification is sought or a separate proceeding or action to establish rights and liabilities under this Agreement.

Any provision herein to the contrary notwithstanding, the Company will not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee or otherwise act in violation of any undertaking appearing in and required by the rules and regulations promulgated under the Securities Act, or in any registration statement filed with the SEC under the Securities Act. Indemnitee acknowledges that paragraph (h) of Item 512 of Regulation S-K promulgated under the Securities Act currently generally requires the Company to undertake, in connection with any registration statement filed under the Securities Act, to submit the issue of the enforceability of Indemnitee's rights under this Agreement in connection with any liability under the Securities Act on public policy grounds to a court of appropriate jurisdiction and to be governed by any final adjudication of such issue. Indemnitee specifically agrees that any such undertaking will supersede the provisions of this Agreement and to be bound by any such undertaking.

**10. Duration of Agreement.** All agreements and obligations of the Company contained herein will continue during the period Indemnatee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and will continue thereafter so long as Indemnatee will be subject to any Proceeding (or any proceeding commenced under Section 7) by reason of his or her Corporate Status, whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement will be binding on and inure to the benefit of and be enforceable by the parties of this Agreement and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors, and personal and legal representatives.

**11. Security.** To the extent requested by Indemnatee and approved by the Board, the Company may at any time and from time to time provide security to Indemnatee for the Company's obligations under this Agreement through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnatee, may not be revoked or released without the prior written consent of Indemnatee.

**12. Enforcement.**

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it to induce Indemnatee to serve as an officer and/or director of the Company, and the Company acknowledges that Indemnatee is relying on this Agreement in serving as an officer and/or director of the Company.

(b) Other than as provided in this Agreement, this Agreement constitutes the entire agreement between the parties with respect to this subject matter and supersedes all prior agreements and understandings, oral, written and implied, between the parties with respect to this subject matter.

**13. Definitions.** For purposes of this Agreement:

(a) **"Beneficial Owner"** has the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner will exclude any Person otherwise becoming a Beneficial Owner by reason of the Company's stockholders approving a merger of the Company with another entity.

(b) **"Board"** means the Board of Directors of the Company.

(c) **"Change in Control"** means the earliest to occur after the date of this Agreement of any of the following events:

(i) **Acquisition of Stock by Third Party.** Any Person is or becomes the Beneficial Owner (as defined above), directly or indirectly, of securities of the Company representing 25% or more of the combined voting power of the Company's then outstanding securities;

(ii) **Change in Board.** During any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (i), (iii) or (iv) of this definition of Change in Control) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

(iii) **Corporate Transactions.** The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the Board or other governing body of such surviving entity;

(iv) **Liquidation.** The approval by the Company's stockholders of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(v) **Other Events.** There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement.

(d) **"Corporate Status"** describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(e) **"Disinterested Director"** means a non-executive director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(f) **"Dodd-Frank Act"** means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

(g) **"Enterprise"** means the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(h) **"Exchange Act"** means the Securities Exchange Act of 1934, as amended.

(i) **"Expenses"** includes all documented and reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing



and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also will include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on Indemnatee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses will not include amounts paid in settlement by Indemnatee or the amount of judgments or fines against Indemnatee.

(j) **“Independent Counsel”** means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnatee in any matter material to either such party (other than with respect to matters concerning Indemnatee under this Agreement, or of other indemnitees under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification under this Agreement. Notwithstanding the foregoing, the term “Independent Counsel” will not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnatee in an action to determine Indemnatee’s rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(k) **“Person”** for purposes of the definition of Beneficial Owner and Change in Control set forth above, will have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person will exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company and (iii) any corporation owned, directly or indirectly, by the Company’s stockholders in substantially the same proportions as their ownership of stock of the Company.

(l) **“Proceeding”** includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnatee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnatee is or was an officer or director of the Company, by reason of any action taken by him or her or of any inaction on his or her part while acting as an officer or director of the Company, or by reason of the fact that he or she is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other Enterprise; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnatee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

- (m) “Sarbanes-Oxley Act” will mean the Sarbanes-Oxley Act of 2002, as amended.
- (n) “SEC” will mean the Securities and Exchange Commission.
- (o) “Securities Act” will mean the Securities Act of 1933, as amended.

**14. Severability.** The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnatee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision will be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

**15. Modification and Waiver.** No supplement, modification, termination or amendment of this Agreement will be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions hereof (whether or not similar) nor will such waiver constitute a continuing waiver.

**16. Notice By Indemnatee.** Indemnatee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter that may be subject to indemnification covered under this Agreement. The failure to so notify the Company will not relieve the Company of any obligation which it may have to Indemnatee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

**17. Notices.** All notices and other communications given or made pursuant to this Agreement will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent:

(a) To Indemnatee at the address on the books and records of the Company.

(b) To the Company at:

Atreca, Inc.  
500 Saginaw Drive  
Redwood City, California 94063  
Attention: Chief Executive Officer

or to such other address as may have been furnished to Indemnatee by the Company or to the Company by Indemnatee, as the case may be.

**18. Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**19. Headings.** The headings of the paragraphs of this Agreement are inserted for convenience only and will not be deemed to constitute part of this Agreement or to affect the construction thereof.

**20. Governing Law and Consent to Jurisdiction.** This Agreement and the legal relations among the parties will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement will be brought only in the Court of Chancery of the State of Delaware (the “**Delaware Court**”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably The Corporation Trust Company as its agent in the State of Delaware for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

***[SIGNATURE PAGE TO FOLLOW]***

The parties have executed this Agreement on and as of the day and year first above written.

**ATRECA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INDEMNITEE**

\_\_\_\_\_  
Name: \_\_\_\_\_

---

**LEASE**

**BRITANNIA SEAPORT CENTER**

**HCP LS REDWOOD CITY, LLC,**

a Delaware limited liability company

as Landlord,

and

**ATRECA, INC.,**

a Delaware corporation,

as Tenant.

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**SEAPORT CENTRE****LEASE**

This Lease (the “**Lease**”), dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the “**Summary**”), below, is made by and between HCP LS REDWOOD CITY, LLC, a Delaware limited partnership (“**Landlord**”), and **ATRECA, INC.**, a Delaware corporation (“**Tenant**”).

**SUMMARY OF BASIC LEASE INFORMATION****TERMS OF LEASE****DESCRIPTION**

- |     |                                  |   |
|-----|----------------------------------|---|
| 1.  | Date:                            | June 6, 2014  |
| 2.  | Premises ( <u>Article 1</u> ).   |   |
| 2.1 | Buildings:                       | That certain building containing approximately 41,823 rentable square feet of space located at 500 Saginaw Drive, Redwood City, California 94063 (the “ <b>Building</b> ”).                       |
| 2.2 | Premises:                        | The first (1 <sup>st</sup> ) floor of the Building, containing approximately 20,805 rentable square feet of space, as further set forth in <u>Exhibit A</u> to the Lease.                         |
| 3.  | Lease Term ( <u>Article 2</u> ). |   |
| 3.1 | Length of Term:                  | Five (5) years.   |
| 3.2 | Lease Commencement Date:         | The date upon which this Lease is fully executed and delivered by Landlord and Tenant.  |
| 3.3 | Rent Commencement Date:          | The later of (i) November 1, 2014, and (ii) the date the Premises are “ <b>Ready for Occupancy</b> ”, as defined in the Tenant Work Letter, subject to abatement as set forth in Section 4 below. |
| 3.3 | Lease Expiration Date:           | The day prior to the fifth (5 <sup>th</sup> ) anniversary of the Rent Commencement Date.  |



4. Base Rent  
([Article 3](#)):

Month of Lease Term	Annual Base Rent	Monthly Installment of Base Rent	Approximate Monthly Base Rent per Rentable Square Foot**
1 – 12*	\$ 683,158.80*	\$ 56,929.90*	\$ 2.74
13 - 24	\$ 703,653.56	\$ 58,637.80	\$ 2.82
25 - 36	\$ 724,763.17	\$ 60,396.93	\$ 2.90
37 - 48	\$ 746,506.07	\$ 62,208.84	\$ 2.99
49 - 60	\$ 768,901.25	\$ 64,075.10	\$ 3.08

**\*Note:** Tenant shall have no obligation to pay any Base Rent for the Premises attributable to the first two (2) months of the Lease Term (the “**Base Rent Abatement Period**”); provided, however, Tenant shall be required to pay Tenant’s Share of Direct Expenses attributable to such period, as well as for all utilities and other services.

**\*\*Note:** The Base Rent per Rentable Square Foot numbers are rounded approximations, and are provided for informational purposes only.

5. Tenant Improvement Allowance: None, but Landlord shall construct the Tenant Improvements in the Premises in accordance with the terms of the Tenant Work Letter attached hereto as **Exhibit B**.
6. NNN Lease. In addition to the Base Rent, Tenant shall be responsible to pay Tenant’s Share of Direct Expenses in accordance with the terms of [Article 4](#) of the Lease.
7. Tenant’s Share ([Article 4](#)): 49.75% of the Building. In no event shall Landlord collect more than 100% of the Direct Expenses attributable to the Building.
8. Permitted Use ([Article 5](#)): The Premises shall be used only for general office, research and development, engineering, laboratory, storage and/or warehouse uses, including, but not limited to, administrative offices and other lawful uses reasonably related to or incidental to such specified uses, all (i) consistent with first class life sciences projects in the Redwood City, California area (“**First Class Life Sciences Projects**”), and (ii) in compliance with, and subject to, applicable laws and the terms of this Lease.
9. Security Deposit ([Article 21](#)): \$128,150.20

10. Parking Pass Ratio (Article 28): Three (3) unreserved parking spaces for every 1,000 rentable square feet of the Premises, subject to the terms of Article 28 of the Lease.
11. Address of Tenant (Section 29.18):
- Atreca, Inc.  
75 Shoreway Road, Suite C  
San Carlos, CA 94070-2727  
Attn: VP, Finance & Operations  
(Prior to the date Landlord delivers the Premises  
Ready for Occupancy)
- And
- Atreca, Inc.  
500 Saginaw Drive  
Redwood City, California 94063  
Attention: VP, Finance & Operations
- (After the date Landlord delivers the Premises Ready for Occupancy)
12. Address of Landlord (Section 29.18): See Section 29.18 of the Lease.
13. Broker(s) (Section 29.24): Jones Lang LaSalle and CBRE, Inc.

## 1. PREMISES, BUILDING, PROJECT, AND COMMON AREAS

### 1.1 Premises, Building, Project and Common Areas.

1.1.1 **The Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.2 of the Summary (the “**Premises**”). The outline of the Premises is set forth in Exhibit A attached hereto and the Premises has the number of rentable square feet as set forth in Section 2.2 of the Summary, which shall not be changed except in connection with a change in the physical size of the Premises. The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance. The parties hereto hereby acknowledge that the purpose of Exhibit A is to show the approximate location of the Premises in the “Building,” as that term is defined in Section 1.1.2, below, only, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof or the specific location of the “Common Areas,” as that term is defined in Section 1.1.3, below, or the elements thereof or of the accessways to the Premises or the “Project,” as that term is defined in Section 1.1.2, below. Tenant shall accept the Premises in its presently existing “as-is” condition and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises except as otherwise expressly set forth in this Lease or in the Tenant Work Letter attached hereto as Exhibit B. Landlord shall deliver the Premises in broom-clean condition and shall cause the plumbing, electrical systems, fire sprinkler system, lighting, air conditioning and heating systems and all other building systems serving the Premises, including the roof membrane (collectively, the “**Building Systems**”) to be in good operating condition and repair as of the Lease Commencement Date.

1.1.2 **The Building and The Project.** The Premises are a part of the building set forth in Section 2.1 of the Summary (the “**Building**”). The term “**Project**,” as used in this Lease, shall mean (i) the Building and the Common Areas, (ii) the land (which is improved with landscaping, parking facilities and other improvements) upon which the Building and the Common Areas are located, (iii) the other buildings located in the project known as “**Brittania Seaport Centre**”, and the land upon which such adjacent buildings are located, and (iv) at Landlord’s reasonable discretion, any additional real property, areas, land, buildings or other improvements added thereto outside of the Project.

1.1.3 **Common Areas.** Tenant shall have the non-exclusive right to use in common with other tenants in the Project, and subject to the rules and regulations referred to in Article 5 of this Lease, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project (such areas, together with such other portions of the Project designated by Landlord, in its discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants, are collectively referred to herein as the “**Common Areas**”). The manner in which the Common Areas are maintained and operated shall be at the sole discretion of Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may make from time to time; provided that such manner, rules and regulations are consistent with those in use in comparable First Class Life Science Projects. Landlord reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Project and the Common Areas, provided that, in connection therewith, Landlord shall perform such closures, alterations, additions or changes in a commercially reasonable manner and, in connection therewith, shall use commercially reasonable efforts to minimize any material interference with Tenant’s use of and access to the Premises, and shall not reduce the number of parking spaces available to Tenant, and shall use its best efforts to give Tenant notice of any planned power shutdown at least five (5) business days in advance.

1.2 **Stipulation of Rentable Square Feet of Premises.** For purposes of this Lease, “rentable square feet” of the Premises shall be deemed as set forth in Section 2.2 of the Summary.

1.3 **Funding Condition.** Tenant has informed Landlord that it expects to receive additional working capital through equity investments, loan agreements, or other funding vehicles that will provide Tenant with an increase in available cash in excess of \$2,600,000.00. If Tenant is unable to demonstrate to Landlord’s satisfaction, in Landlord’s reasonable discretion, that on or before July 30, 2014, Tenant has an additional \$2,600,000.00 or more, either in cash or available by drawing down on a line of credit or other loan agreement, for the free use by Tenant in the conduct of its business (including, without limitation its obligations under this Lease) (the “**Initial Funding**”), then Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other (the “**Funding Condition Termination**”), which right must be exercised, if at all, on or before August 31, 2014. Upon any such termination Landlord shall refund to Tenant any deposits or pre-paid rent amounts provided by Tenant to Landlord in connection with this Lease.

1.4 **Outside Commencement Date.** Tenant acknowledges that Landlord shall have no obligation to commence to construct the Tenant Improvements in the Premises until such time as the Initial Funding has been received by Tenant, except as set forth in that certain Work Reimbursement Agreement dated May 24, 2014. Provided that the Funding Condition Termination does not occur, Landlord shall use commercially reasonable efforts to cause the Lease Commencement Date (defined below) to occur on or before May 1, 2015 (the “**Outside Commencement Date**”). The Outside Commencement Date shall be subject to extension to the extent of any delays in the substantial completion of the Tenant Improvements in the Premises caused by “Force Majeure” as defined in Section 29.16, below, or caused by Tenant or any of Tenant’s agents, employees or contractors (including as a result of Tenant’s failure to act in a timely manner as required by the terms of this Lease).

## 2. LEASE TERM; OPTION TERM

2.1 **Lease Term.** The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease (the “**Lease Term**”) shall be as set forth in Section 3.1 of the Summary, shall commence on the date set forth in Section 3.2 of the Summary (the “**Lease Commencement Date**”), and shall terminate on the date set forth in Section 3.3 of the Summary (the “**Lease Expiration Date**”) unless this Lease is sooner terminated as hereinafter provided. The terms and provisions of this Lease shall be effective as of the Lease Commencement Date. For purposes of this Lease, the term “**Lease Year**” shall mean each consecutive twelve (12) month period during the Lease Term, provided that the first Lease Year shall commence on the Lease Commencement Date, and end as of the end of the twelfth (12<sup>th</sup>) month following the Rent Commencement Date. At any time during the Lease Term, Landlord may deliver to Tenant a notice in the form as set forth in Exhibit C, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within ten (10) business days of receipt thereof. Notwithstanding anything to the contrary contained in this Lease, if the Landlord shall have failed to deliver the Premises to Tenant Ready for Occupancy by May 1, 2015, then Tenant may terminate this Lease by written notice to Landlord, and Landlord shall within ten (10) business days thereafter return to Tenant all sums and other items deposited with Landlord.

### 2.2 **Option Term.**

2.2.1 **Option Right.** Landlord hereby grants to the Tenant one (1) option to extend the Lease Term for a period of five (5) years (the “**Option Term**”), which option shall be irrevocably exercised only by written notice delivered by Tenant to Landlord not more than twelve (12) months nor less than nine (9) months prior to the expiration of the initial Lease Term, provided that the following conditions (the “**Option Conditions**”) are satisfied: (i) as of the date of delivery of such notice, Tenant is not in default under this Lease, after the expiration of any applicable notice and cure period; (ii) as of the end of the Lease Term, Tenant is not in default under this Lease, after the expiration of any applicable notice and cure period; (iii) Tenant has not previously been in default under this Lease, after the expiration of any applicable notice and cure period, more than twice; and (iv) the Lease then remains in full force and effect and Tenant occupies at least fifty percent (50%) of the Premises at the time the option to extend is exercised and as of the commencement of the Option Term. Landlord may, at Landlord’s option, exercised in Landlord’s sole and absolute discretion, waive any of the Option Conditions in which case the option, if otherwise properly exercised by Tenant, shall remain in full force and effect. Upon the proper exercise of such option to extend, and provided that Tenant satisfies all of the Option Conditions (except those, if any, which are waived by Landlord), the Lease Term, as it applies to the Premises, shall be extended for a period of five (5) years. The rights contained in this Section 2.2 shall not be exercised by any sublessee or other “**Transferee**,” as that term is defined in Section 14.1 of this Lease, who has assumed less than 100% of Tenant’s interest in this Lease.

2.2.2 **Option Rent.** The Base Rent payable by Tenant during the first (1<sup>st</sup>) year of the Option Term (the “**Option Rent**”) shall be equal to the “Fair Rental Value,” as that term is defined below, for the Premises as of the commencement date of the Option Term. The “**Fair Rental Value**,” as used in this Lease, shall be equal to the annual rent per rentable square foot (including additional rent and considering any “base year” or “expense stop” applicable thereto), including all escalations, at which tenants (pursuant to leases consummated within the twelve (12) month period preceding the first day of the Option Term), are leasing non-sublease, non-encumbered, non-equity space which is not significantly greater or smaller in size than the subject space, for a comparable lease term, in an arm’s length transaction, which comparable space is located in the “Comparable Buildings,” as that term is defined in this Section 2.2.2, below (transactions satisfying the foregoing criteria shall be known as “**Comparable Transactions**”), taking into consideration the following concessions (the “**Concessions**”): (a) rental abatement concessions, if any, being granted such tenants in connection with such comparable space; (b) tenant improvements or allowances provided or to be provided for such comparable space, and taking into account the value, if any, of the existing improvements in the subject space (other than improvements installed by Tenant at Tenant’s sole cost and expense), such value to be based upon the age, condition, design, quality of finishes and layout of the improvements and the extent to which the same can be utilized for the Permitted Use by user other than Tenant; and (c) other reasonable monetary concessions being granted such tenants in connection with such comparable space. The Fair Rental Value shall additionally include a determination as to whether, and if so to what extent, Tenant must provide Landlord with financial security, such as a letter of credit or guaranty, for Tenant’s Rent obligations in connection with Tenant’s lease of the Premises during the Option Term. Such determination shall be made by reviewing the extent of financial security then generally being imposed in Comparable Transactions from tenants of comparable financial condition and credit history to the then existing financial condition and credit history of Tenant (with appropriate adjustments to account for differences in the then-existing financial condition of Tenant and such other tenants). The Concessions (A) shall be reflected in the effective rental rate (which effective rental rate shall take into consideration the total dollar value of such Concessions as amortized on a straight-line basis over the applicable term of the Comparable Transaction (in which case such Concessions evidenced in the effective rental rate shall not be granted to Tenant)) payable by Tenant, or (B) at Landlord’s election, all such Concessions shall be granted to Tenant in kind. The term “**Comparable Buildings**” shall mean the Building and those other buildings which are comparable to the Building in terms of age (based upon the date of completion of construction or major renovation of the building), quality of construction, level of services and amenities, size and appearance, and located in First Class Life Sciences Project in Redwood City, California and the surrounding commercial area.

**Determination of Option Rent.** In the event Tenant timely and appropriately exercises an option to extend the Lease Term, Landlord shall notify Tenant of Landlord's determination of the Option Rent on or before the Lease Expiration Date. If Tenant, on or before the date which is ten (10) business days following the date upon which Tenant receives Landlord's determination of the Option Rent, in good faith objects to Landlord's determination of the Option Rent, then Landlord and Tenant shall attempt to agree upon the Option Rent using their best good-faith efforts. If Landlord and Tenant fail to reach agreement within ten (10) business days following Tenant's objection to the Option Rent (the "**Outside Agreement Date**"), then each party shall make a separate determination of the Option Rent, as the case may be, within five (5) business days, and such determinations shall be submitted to arbitration in accordance with Sections 2.2.3.1 through 2.2.3.7, below. If Tenant fails to object to Landlord's determination of the Option Rent within the time period set forth herein, then Tenant shall be deemed to have objected to Landlord's determination of Option Rent.

## 2.2.3.1

Landlord and Tenant shall each appoint one arbitrator who shall be, at the option of the appointing party, a real estate broker, appraiser or attorney who shall have been active over the five (5) year period ending on the date of such appointment in the leasing or appraisal, as the case may be, of Comparable Buildings. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Option Rent is the closest to the actual Option Rent, taking into account the requirements of Section 2.2.2 of this Lease, as determined by the arbitrators. Each such arbitrator shall be appointed within fifteen (15) business days after the Outside Agreement Date. Landlord and Tenant may consult with their selected arbitrators prior to appointment and may select an arbitrator who is favorable to their respective positions. The arbitrators so selected by Landlord and Tenant shall be deemed "**Advocate Arbitrators.**"

## 2.2.3.2

The two (2) Advocate Arbitrators so appointed shall be specifically required pursuant to an engagement letter within ten (10) business days of the date of the appointment of the last appointed Advocate Arbitrator to agree upon and appoint a third arbitrator ("**Neutral Arbitrator**") who shall be qualified under the same criteria set forth hereinabove for qualification of the two Advocate Arbitrators, except that neither the Landlord or Tenant or either parties' Advocate Arbitrator may, directly or indirectly, consult with the Neutral Arbitrator prior or subsequent to his or her appearance. The Neutral Arbitrator shall be retained via an engagement letter jointly prepared by Landlord's counsel and Tenant's counsel.

2.2.3.3 The three arbitrators shall, within thirty (30) days of the appointment of the Neutral Arbitrator, reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Option Rent, and shall notify Landlord and Tenant thereof.

2.2.3.4 The decision of the majority of the three arbitrators shall be binding upon Landlord and Tenant.

2.2.3.5 If either Landlord or Tenant fails to appoint an Advocate Arbitrator within fifteen (15) days after the Outside Agreement Date, then either party may petition the presiding judge of the Superior Court of San Mateo County to appoint such Advocate Arbitrator subject to the criteria in Section 2.2.3.1 of this Lease, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such Advocate Arbitrator.

2.2.3.6 If the two (2) Advocate Arbitrators fail to agree upon and appoint the Neutral Arbitrator, then either party may petition the presiding judge of the Superior Court of San Mateo County to appoint the Neutral Arbitrator, subject to criteria in Section 2.2.3.1 of this Lease, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such arbitrator.

2.2.3.7 The cost of the arbitration shall be paid by Landlord and Tenant equally.

2.2.3.8 In the event that the Option Rent shall not have been determined pursuant to the terms hereof prior to the commencement of the Option Term, Tenant shall be required to pay the Option Rent at 103% of rate in effect on the last day of the initial Lease Term, and upon the final determination of the Option Rent, the payments made by Tenant shall be reconciled with the actual amounts of Option Rent due, and the appropriate party shall make any corresponding payment to the other party.

### 3. BASE RENT

Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the management office of the Project, or, at Landlord's option, at such other place as Landlord may from time to time designate in writing, by a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in equal monthly installments as set forth in Section 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever (except for any abatement as permitted under the express terms of this Lease). The Base Rent for the first month of the Lease Term, after the Base Rent Abatement Period, shall be paid by Tenant to Landlord concurrently with Tenant's execution of this Lease. If any Rent payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/365 of the applicable annual Rent. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

### 4. ADDITIONAL RENT

4.1 **General Terms.** In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay "**Tenant's Share**" of the annual "**Direct Expenses**," as those terms are defined in Sections 4.2.6 and 4.2.2 of this Lease, respectively. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are hereinafter collectively referred to as the "**Additional Rent**", and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent.

Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 **Definitions of Key Terms Relating to Additional Rent.** As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 Intentionally Omitted.

4.2.2 “**Direct Expenses**” shall mean “**Operating Expenses**” and “**Tax Expenses.**”

4.2.3 “**Expense Year**” shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant’s Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.4 “**Operating Expenses**” shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Project, or any portion thereof. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities, the cost of operating, repairing, maintaining, and renovating the utility, telephone, mechanical, sanitary, storm drainage, and elevator systems, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a governmentally mandated transportation system management program or similar program; (iii) the cost of premiums for all insurance carried by Landlord in connection with the Project as reasonably determined by Landlord; (iv) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (v) the cost of parking area operation, repair, restoration, and maintenance; (vi) fees and other costs, including management and/or incentive fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance and repair of the Project; (vii) payments under any equipment rental agreements and the fair rental value of any management office space; (viii) subject to item (f), below, wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, maintenance and security of the Project; (ix) costs under any instrument pertaining to the sharing of costs by the Project; (x) operation, repair, maintenance and replacement of all systems and equipment and components thereof of the Project (provided that any capital expenditure shall be amortized as provided in item (xiii), below); (xi) the cost of janitorial, alarm, security and other services, replacement of wall and floor coverings, ceiling tiles and fixtures in common areas, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing (provided that any capital expenditure shall be amortized as provided in item (xiii), below); (xii) amortization (including reasonable interest on the unamortized cost) over such period of time as Landlord shall reasonably determine, of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project, or any portion thereof; (xiii) the cost of capital improvements or other costs incurred in connection with the Project (A) which actually reduce expenses in the operation or maintenance of the Project, or any portion thereof, or reduce current or future Operating Expenses or to enhance the safety or security of the Project or its occupants, (B) that are required to comply with present or anticipated mandatory conservation programs, (C) which are replacements or modifications of nonstructural items, including any systems or equipment serving the Premises, or (D) that are required under any governmental law or regulation that was not in force or effect as of the Commencement Date; provided, however, that any capital expenditure shall be amortized (including reasonable interest on the amortized cost as reasonably determined by Landlord) over the reasonable useful life of such item; and (xiv) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute “Tax Expenses” as that term is defined in Section 4.2.5, below, and (xv) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Building, including, without limitation, any covenants, conditions and restrictions affecting the property, and reciprocal easement agreements affecting the property, any parking licenses, and any agreements with transit agencies affecting the Property (collectively, “**Underlying Documents**”). Costs incurred as a result of insurance deductible amounts shall be included in Operating Expenses only in the manner provided in this Section 4.2.4, and only to the extent otherwise allowed to be included in Operating Expenses by this Section 4.2.4. Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

(a) costs, including legal fees, space planners' fees, advertising and promotional expenses, and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Project, and costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants initially occupying space in the Project after the Lease Commencement Date or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Project (excluding, however, such costs relating to any common areas of the Project or parking facilities);

(b) except as set forth in items (xii), (xiii), and (xiv) above, and except for the amortization of any "Major Required Repair or Replacement" as defined in Section 7.1, below, depreciation, interest and principal payments on mortgages and other debt costs, if any, penalties and interest, costs of capital repairs, replacements and alterations, and costs of capital improvements and equipment;

(c) costs for which the Landlord is reimbursed by any tenant or occupant of the Project or by insurance by its carrier or any tenant's carrier or by anyone else, and electric power costs for which any tenant directly contracts with the local public service company;

(d) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(e) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project (which shall specifically include, but not be limited to, accounting costs associated with the operation of the Project). Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord include costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Project, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Project management, or between Landlord and other tenants or occupants;

(f) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Project vis-a-vis time spent on matters unrelated to operating and managing the Project; provided, that in no event shall Operating Expenses for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Project manager;

(g) amount paid as ground rental for the Project by the Landlord;

(h) except for a Project management fee to the extent allowed pursuant to item (v) below, overhead and profit increment paid to the Landlord or to subsidiaries or affiliates of the Landlord for services in the Project to the extent the same exceeds the costs of such services rendered by qualified, first-class unaffiliated third parties on a competitive basis;

(i) any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord, provided that any compensation paid to any concierge at the Project shall be includable as an Operating Expense;

(j) rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment which if purchased the cost of which would be excluded from Operating Expenses as a capital cost, except equipment not affixed to the Project which is used in providing janitorial or similar services and, further excepting from this exclusion such equipment rented or leased to remedy or ameliorate an emergency condition in the Project ;



- (k) all items and services for which Tenant or any other tenant in the Project reimburses Landlord or which Landlord provides selectively to one or more tenants (other than Tenant) without reimbursement;
- (l) any costs expressly excluded from Operating Expenses elsewhere in this Lease;
- (m) rent for any office space occupied by Project management personnel to the extent the size or rental rate of such office space exceeds the size or fair market rental value of office space occupied by management personnel of the comparable buildings in the vicinity of the Building, with adjustment where appropriate for the size of the applicable project;
- (n) costs incurred to comply with laws relating to the removal of hazardous material (as defined under applicable law) which was in existence in the Building or on the Project prior to the Lease Commencement Date, and was of such a nature that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions that it then existed in the Building or on the Project, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto; and costs incurred to remove, remedy, contain, or treat hazardous material, which hazardous material is brought into the Building or onto the Project after the date hereof by Landlord or any other tenant of the Project and is of such a nature, at that time, that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions, that it then exists in the Building or on the Project, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto
- (o) the cost of special services, goods or materials provided to any other tenant of the Project, and not provided to Tenant;
- (p) repairs, alterations, additions, improvements or replacements needed to rectify or correct any defects in the original design, construction, materials or workmanship of the Project or common areas;
- (q) Landlord's general overhead expenses not related to the Project;
- (r) legal fees, accountants' fees (other than normal bookkeeping expenses) and other expenses incurred in connection with disputes of tenants or other occupants of the Project or associated with the enforcement of the terms of any leases with tenants or the defense of Landlord's title to or interest in the Project or any part thereof;
- (s) costs incurred due to a violation by Landlord or any other tenant of the Project of the terms and conditions of a lease;
- (t) self-insurance retentions;
- (u) any reserve funds; and
- (v) any management fees in excess of the lesser of (i) those fees typically charged by owners of comparable buildings in Redwood City, California, and (ii) three percent (3%) of gross revenues.

If the Project is not at least one hundred percent (100%) occupied during all or a portion of any Expense Year, Landlord shall make an appropriate adjustment to the components of Operating Expenses which vary in accordance with occupancy levels for such year to determine the amount of Operating Expenses that would have been incurred had the Project been one hundred percent (100%) occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year.

#### 4.2.5 **Taxes.**

4.2.5.1 "Tax Expenses" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof.

4.2.5.2 Tax Expenses shall include, without limitation: (i) Any tax on the rent, right to rent or other income from the Project, or any portion thereof, or as against the business of leasing the Project, or any portion thereof; (ii) Any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax; (iii) Any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the Rent payable hereunder, including, without limitation, any business or gross income tax or excise tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and (iv) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises or the improvements thereon.

4.2.5.3 Any costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are incurred. Tax refunds shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Additional Rent under this Article 4 for such Expense Year. The foregoing sentence shall survive the expiration or earlier termination of this Lease. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon demand Tenant's Share of any such increased Tax Expenses. Notwithstanding anything to the contrary contained in this Section 4.2.5, there shall be excluded from Tax Expenses (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, transfer tax or fee, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Project), (ii) any items included as Operating Expenses, and (iii) any items paid by Tenant under Section 4.5 of this Lease.

4.2.6 “**Tenant’s Share**” shall mean the percentage set forth in Section 7 of the Summary.

4.3 **Allocation of Direct Expenses.** The parties acknowledge that the Building is a part of a multi-building project and that the costs and expenses incurred in connection with the Project (i.e., the Direct Expenses) should be shared between the tenants of the Building and the tenants of the other buildings in the Project. Accordingly, as set forth in Section 4.2 above, Direct Expenses (which consist of Operating Expenses and tax Expenses) are determined annually for the Project as a whole, and a portion of the Direct Expenses, which portion shall be determined by Landlord on an equitable basis, shall be allocated to the Building (as opposed to other buildings in the Project). Such portion of Direct Expenses allocated to the Building shall include all Direct Expenses attributable solely to the Building and an equitable portion of the Direct Expenses attributable to the Project as a whole.

4.4 **Calculation and Payment of Additional Rent.** In the event Tenant extends the Lease Term, pursuant to Section 2.2, above, or otherwise, then Tenant shall pay to Landlord, in the manner set forth in Section 4.4.1, below, and as Additional Rent, Tenant’s Share of Direct Expenses for each Expense Year.

4.4.1 **Statement of Actual Direct Expenses and Payment by Tenant.** Landlord shall endeavor to give to Tenant within five (5) months following the end of each Expense Year, a statement (the “**Statement**”) which shall state the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount of Tenant’s Share of Direct Expenses. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, Tenant shall pay, with its next installment of Base Rent due, the full amount of Tenant’s Share of Direct Expenses for such Expense Year, less the amounts, if any, paid during such Expense Year as “**Estimated Direct Expenses**,” as that term is defined in Section 4.4.2, below, and if Tenant paid more as Estimated Direct Expenses than the actual Tenant’s Share of Direct Expenses, Tenant shall receive a credit in the amount of Tenant’s overpayment against Rent next due under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Article 4. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant’s Share of Direct Expenses for the Expense Year in which this Lease terminates, Tenant shall pay to Landlord such amount within thirty (30) days, and if Tenant paid more as Estimated Direct Expenses than the actual Tenant’s Share of Direct Expenses, Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of the overpayment. The provisions of this Section 4.4.1 shall survive the expiration or earlier termination of the Lease Term. Notwithstanding the immediately preceding sentence, Tenant shall not be responsible for Tenant’s Share of any Direct Expenses attributable to any Expense Year which are first billed to Tenant more than nine (9) months after the earlier of the expiration of the applicable Expense Year or the Lease Expiration Date, other than expenses levied by any governmental authority or by any public utility companies, as to which such period shall be twenty-four (24) months (provided that Landlord must deliver Tenant a bill for any such amounts within twelve (12) months following Landlord’s receipt of the bill therefor).

4.4.2 **Statement of Estimated Direct Expenses.** In addition, Landlord shall endeavor to give Tenant a yearly expense estimate statement (the “**Estimate Statement**”) which shall set forth Landlord’s reasonable estimate (the “**Estimate**”) of what the total amount of Direct Expenses for the then-current Expense Year shall be and the estimated Tenant’s Share of Direct Expenses (the “**Estimated Direct Expenses**”). The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Direct Expenses under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Direct Expenses theretofore delivered to the extent necessary. Thereafter, Tenant shall pay, with its next installment of Base Rent due, a fraction of the Estimated Direct Expenses for the then-current Expense Year (reduced by any amounts paid pursuant to the last sentence of this Section 4.4.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Direct Expenses set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.5 **Taxes and Other Charges for Which Tenant Is Directly Responsible.** Tenant shall be liable for and shall pay ten (10) days before delinquency, taxes levied against Tenant’s equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant’s equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord’s property or if the assessed value of Landlord’s property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

4.6 **Landlord’s Books and Records.** Within one hundred twenty (120) days after receipt of a Statement by Tenant, if Tenant disputes the amount of Additional Rent set forth in the Statement, an independent certified public accountant (which accountant is a member of a nationally recognized accounting firm and is not working on a contingency fee basis), designated and paid for by Tenant and reasonably approved by Landlord, may, after reasonable notice to Landlord and at reasonable times, inspect Landlord’s records with respect to the Statement at Landlord’s offices in the San Francisco Bay Area, provided that Tenant is not then in default under this Lease and Tenant has paid all amounts required to be paid under the applicable Estimate Statement and Statement, as the case may be. In connection with such inspection, Tenant and Tenant’s agents must agree in advance to follow Landlord’s reasonable rules and procedures regarding inspections of Landlord’s records, and shall execute a commercially reasonable confidentiality agreement regarding such inspection. Tenant’s failure to dispute the amount of Additional Rent set forth in any Statement within one hundred twenty (120) days of Tenant’s receipt of such Statement shall be deemed to be Tenant’s approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement. If after such inspection, Tenant still disputes such Additional Rent, a determination as to the proper amount shall be made, at Tenant’s expense, by an independent certified public accountant (the “**Accountant**”) selected by Landlord and subject to Tenant’s reasonable approval; provided that if such determination by the Accountant proves that Direct Expenses were overstated by more than three percent (3%), then the cost of the Accountant and the cost of such determination shall be paid for by Landlord. Tenant hereby acknowledges that Tenant’s sole right to inspect Landlord’s books and records and to contest the amount of Direct Expenses payable by Tenant shall be as set forth in this Section 4.6, and Tenant hereby waives any and all other rights pursuant to applicable law to inspect such books and records and/or to contest the amount of Direct Expenses payable by Tenant.

## 5. USE OF PREMISES

5.1 **Permitted Use.** Tenant shall use the Premises solely for the Permitted Use set forth in Section 8 of the Summary and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

5.2 **Prohibited Uses.** Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in Exhibit D, attached hereto, or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project, including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect, or any Underlying Documents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way damage the reputation of the Project or obstruct or interfere with the rights of other tenants or occupants of the Building, or injure or annoy them or use or allow the Premises to be used for any improper, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall comply with, and Tenant's rights and obligations under the Lease and Tenant's use of the Premises shall be subject and subordinate to, all recorded easements, covenants, conditions, and restrictions now or hereafter affecting the Project.

5.3 **Intentionally Deleted.**

5.4 **Hazardous Materials.**

5.4.1 **Tenant's Obligations.**

5.4.1.1 **Prohibitions.** As a material inducement to Landlord to enter into this Lease with Tenant, Tenant has fully and accurately completed Landlord's Pre-Leasing Environmental Exposure Questionnaire (the "**Environmental Questionnaire**"), which is attached as Exhibit G. Tenant hereby represents, warrants and covenants that except for those chemicals or materials, and their respective quantities, specifically listed on the Environmental Questionnaire, and except for Hazardous Materials used in connection with Tenant's operations in the Premises in compliance with applicable Environmental Laws, neither Tenant nor Tenant's employees, contractors and subcontractors of any tier, entities with a contractual relationship with Tenant (other than Landlord), or any entity acting as an agent or sub-agent of Tenant (collectively, "**Tenant's Agents**") will produce, use, store or generate any "Hazardous Materials," as that term is defined below, on, under or about the Premises, nor cause or permit any Hazardous Material to be brought upon, placed, stored, manufactured, generated, blended, handled, recycled, used or "Released," as that term is defined below, on, in, under or about the Premises. If any information provided to Landlord by Tenant on the Environmental Questionnaire, or otherwise relating to information concerning Hazardous Materials is false, incomplete, or misleading in any material respect, the same shall be deemed a default by Tenant under this Lease. Upon Landlord's request, or in the event of any material change in Tenant's use of Hazardous Materials at the Premises, Tenant shall deliver to Landlord an updated Environmental Questionnaire at least once a year. Landlord's prior written consent shall be required to any Hazardous Materials use for the Premises not described on the initial Environmental Questionnaire, such consent not to be unreasonably withheld. If Landlord fails to respond to a request for consent within five (5) business days, Tenant may send a "reminder notice". If Landlord fails to respond to such request within three (3) business days after delivery of the "reminder notice", then Landlord shall be deemed to have consented to such request. Tenant shall not install or permit any underground storage tank on the Premises. In addition, Tenant agrees that it: (i) shall not cause or suffer to occur, the Release of any Hazardous Materials at, upon, under or within the Premises or any contiguous or adjacent premises; and (ii) shall not engage in activities at the Premises that cause an unreasonable imposition of potential liability upon Tenant or Landlord or the creation of an environmental lien or use restriction upon the Premises. For purposes of this Lease, "**Hazardous Materials**" means all flammable explosives, petroleum and petroleum products, waste oil, radon, radioactive materials, toxic pollutants, asbestos, polychlorinated biphenyls ("**PCBs**"), medical waste, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including without limitation any chemical, element, compound, mixture, solution, substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, or defined as, regulated as or included in, the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any Environmental Laws. The term "Hazardous Materials" for purposes of this Lease shall also include any mold, fungus or spores, whether or not the same is defined, listed, or otherwise classified as a "hazardous material" under any Environmental Laws, if such mold, fungus or spores may pose a risk to human health or the environment or negatively impact the value of the Premises. For purposes of this Lease, "**Release**" or "**Released**" or "**Releases**" shall mean any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing, or other movement of Hazardous Materials into the environment.

5.4.1.2 **Notices to Landlord.** Unless Tenant is required by applicable laws to give earlier notice to Landlord, Tenant shall notify Landlord in writing as soon as possible but in no event later than five (5) days after (i) the occurrence of any actual, alleged or threatened Release of any Hazardous Material in, on, under, from, about or in the vicinity of the Premises (whether past or present), regardless of the source or quantity of any such Release, or (ii) Tenant becomes aware of any regulatory actions, inquiries, inspections, investigations, directives, or any cleanup, compliance, enforcement or abatement proceedings (including any threatened or contemplated investigations or proceedings) relating to or potentially affecting the Premises, or (iii) Tenant becomes aware of any claims by any person or entity relating to any Hazardous Materials in, on, under, from, about or in the vicinity of the Premises, whether relating to damage, contribution, cost recovery, compensation, loss or injury. Collectively, the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as “**Hazardous Materials Claims**”. Tenant shall promptly forward to Landlord copies of all orders, notices, permits, applications and other communications and reports in connection with any Hazardous Materials Claims. Additionally, each party shall promptly advise the other in writing of the advising party’s discovery of any occurrence or condition on, in, under or about the Premises or Project that could subject Tenant or Landlord to any liability, or restrictions on ownership, occupancy, transferability or use of the Premises or Project under any “**Environmental Laws**,” as that term is defined below. Tenant shall not enter into any legal proceeding or other action, settlement, consent decree or other compromise with respect to any Hazardous Materials Claims without first notifying Landlord of Tenant’s intention to do so and affording Landlord the opportunity to join and participate, as a party if Landlord so elects, in such proceedings and in no event shall Tenant enter into any agreements which are binding on Landlord or the Premises without Landlord’s prior written consent. Landlord shall have the right to appear at and participate in, any and all legal or other administrative proceedings concerning any Hazardous Materials Claim. For purposes of this Lease, “**Environmental Laws**” means all applicable present and future laws relating to the protection of human health, safety, wildlife or the environment, including, without limitation, (i) all requirements pertaining to reporting, licensing, permitting, investigation and/or remediation of emissions, discharges, Releases, or threatened Releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials; and (ii) all requirements pertaining to the health and safety of employees or the public. Environmental Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9601, et seq., the Hazardous Materials Transportation Authorization Act of 1994, 49 USC § 5101, et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and Hazardous and Solid Waste Amendments of 1984, 42 USC § 6901, et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC § 1251, et seq., the Clean Air Act of 1966, 42 USC § 7401, et seq., the Toxic Substances Control Act of 1976, 15 USC § 2601, et seq., the Safe Drinking Water Act of 1974, 42 USC §§ 300f through 300j, the Occupational Safety and Health Act of 1970, as amended, 29 USC § 651 et seq., the Oil Pollution Act of 1990, 33 USC § 2701 et seq., the Emergency Planning and Community Right-To-Know Act of 1986, 42 USC § 11001 et seq., the National Environmental Policy Act of 1969, 42 USC § 4321 et seq., the Federal Insecticide, Fungicide and Rodenticide Act of 1947, 7 USC § 136 et seq., California Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code §§ 25300 et seq., Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code, §§ 25500 et seq., Underground Storage of Hazardous Substances provisions, California Health & Safety Code, §§ 25280 et seq., California Hazardous Waste Control Law, California Health & Safety Code, §§ 25100 et seq., and any other state or local law counterparts, as amended, as such applicable laws, are in effect as of the Lease Commencement Date, or thereafter adopted, published, or promulgated.

5.4.1.3 **Releases of Hazardous Materials.** If, due to the acts or omissions of Tenant or any Tenant's Agent, any Release of any Hazardous Material in, on, under, from or about the Premises shall occur at any time during the Lease and/or if any other Hazardous Material condition exists at the Premises that requires response actions of any kind, in addition to notifying Landlord as specified above, Tenant, at its own sole cost and expense, shall (i) immediately comply with any and all reporting requirements imposed pursuant to any and all Environmental Laws, (ii) provide a written certification to Landlord indicating that Tenant has complied with all applicable reporting requirements, (iii) take any and all necessary investigation, corrective and remedial action in accordance with any and all applicable Environmental Laws, utilizing an environmental consultant approved by Landlord, all in accordance with the provisions and requirements of this **Section 5.4**, including, without limitation, **Section 5.4.4**, and (iv) take any such additional investigative, remedial and corrective actions as Landlord shall in its reasonable discretion deem necessary such that the Premises are remediated to a condition allowing the same uses of the Premises as are allowed as of the Lease Commencement Date, all in accordance with the provisions and requirements of this **Section 5.4**. Landlord may, as required by any and all Environmental Laws, report a Release of any Hazardous Material caused by Tenant or any Tenant's Agent to the appropriate governmental authority, identifying Tenant as the responsible party. Tenant shall deliver to Landlord copies of all administrative orders, notices, demands, directives or other communications directed to Tenant from any governmental authority with respect to any Release of Hazardous Materials in, on, under, from, or about the Premises, together with copies of all investigation, assessment, and remediation plans and reports prepared by or on behalf of Tenant in response to any such regulatory order or directive.

5.4.1.4 **Indemnification.**

5.4.1.4.1 **In General.** Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant shall be solely responsible for and shall protect, defend, indemnify and hold the Landlord Parties harmless from and against any and all claims, judgments, losses, damages, costs, expenses, penalties, enforcement actions, taxes, fines, remedial actions, liabilities (including, without limitation, actual attorneys' fees, litigation, arbitration and administrative proceeding costs, expert and consultant fees and laboratory costs) including, without limitation, consequential damages and sums paid in settlement of claims ("**Hazardous Materials Claims**"), which arise during or after the Lease Term, whether foreseeable or unforeseeable, directly or indirectly arising out of or attributable to the presence, use, generation, manufacture, treatment, handling, refining, production, processing, storage, Release or presence of Hazardous Materials in, on, under or about the Premises by Tenant, except to the extent such liabilities result from the gross negligence or willful misconduct of Landlord following the Lease Commencement Date, and except to the extent caused by the presence of Hazardous Materials in, on or under the Premises on the date of this Lease and not caused by Tenant or any Tenant's Agent. The foregoing obligations of Tenant shall include, including without limitation: (i) the costs of any required or necessary removal, repair, cleanup or remediation of the Premises, and the preparation and implementation of any closure, removal, remedial or other required plans; (ii) judgments for personal injury or property damages; and (iii) all costs and expenses incurred by Landlord in connection therewith. Landlord likewise shall protect, defend, indemnify and hold Tenant harmless from any Hazardous Materials Claims to the extent caused by or arising from any Hazardous Materials in, on or under the Premises on the date of this Lease and not caused by Tenant or any Tenant's Agent, and for any Release after the date of this Lease caused by Landlord Parties.

5.4.1.4.2 **Limitations.** Notwithstanding anything in **Section 5.4.1.4**, above, to the contrary, Tenant's indemnity of Landlord as set forth in **Section 5.4.1.4**, above, shall not be applicable to claims based upon "Existing Hazardous Materials," as that term is defined in **Section 5.4.7**, below, except to the extent that Tenant's construction activities (not including the initial construction of the Tenant Improvements by Landlord pursuant to the Tenant Work Letter) and/or Tenant's other acts or omissions (including Tenant's failure to remove, remediate or otherwise treat or "Clean-up," as that term is defined in **Section 5.4.7**, below, the subject Existing Hazardous Materials during the tenancy of the Premises) caused or exacerbated the subject claim.

5.4.1.5 **Compliance with Environmental Laws.** Without limiting the generality of Tenant's obligation to comply with applicable laws as otherwise provided in this Lease, Tenant shall, at its sole cost and expense, comply with all Environmental Laws applicable to Tenant's Hazardous Materials. Tenant shall obtain and maintain any and all necessary permits, licenses, certifications and approvals appropriate or required for the use, handling, storage, and disposal of any Hazardous Materials used, stored, generated, transported, handled, blended, or recycled by Tenant on the Premises. Landlord shall have a continuing right, without obligation, to require Tenant to obtain, and to review and inspect any and all such permits, licenses, certifications and approvals, together with copies of any and all Hazardous Materials management plans and programs, any and all Hazardous Materials risk management and pollution prevention programs, and any and all Hazardous Materials emergency response and employee training programs respecting Tenant's use of Hazardous Materials. Upon request of Landlord, Tenant shall deliver to Landlord a narrative description explaining the nature and scope of Tenant's activities involving Hazardous Materials and showing to Landlord's satisfaction compliance with all Environmental Laws and the terms of this Lease.

5.4.2 **Assurance of Performance.**

5.4.2.1 **Environmental Assessments In General.** Landlord may, but shall not be required to, engage from time to time such contractors as Landlord determines to be appropriate to perform "Environmental Assessments," as that term is defined below, to ensure Tenant's compliance with the requirements of this Lease with respect to Hazardous Materials. For purposes of this Lease, "**Environmental Assessment**" means an assessment including, without limitation: (i) an environmental site assessment conducted in accordance with the then-current standards of the American Society for Testing and Materials and meeting the requirements for satisfying the "all appropriate inquiries" requirements; and (ii) sampling and testing of the Premises based upon potential recognized environmental conditions or areas of concern or inquiry identified by the environmental site assessment.

5.4.2.2 **Costs of Environmental Assessments.** All costs and expenses incurred by Landlord in connection with any such Environmental Assessment initially shall be paid by Landlord; provided that if any such Environmental Assessment shows that Tenant has failed to comply with the provisions of this **Section 5.4**, then all of the costs and expenses of such Environmental Assessment shall be reimbursed by Tenant as Additional Rent within thirty (30) days after receipt of written demand therefor.

5.4.3 **Tenant's Obligations upon Surrender.** At the expiration or earlier termination of the

Lease Term, Tenant, at Tenant's sole cost and expense, shall: (i) cause an Environmental Assessment of the Premises to be conducted in accordance with **Section 15.3**; (ii) cause all Hazardous Materials introduced by Tenant or Tenant's Agents to be removed from the Premises and disposed of in accordance with all Environmental Laws and as necessary to allow the Premises to be used for the same uses of the Premises as are allowed as of the Lease Commencement Date; and (iii) cause to be removed all containers installed or used by Tenant or Tenant's Agents to store any Hazardous Materials on the Premises, and cause to be repaired any damage to the Premises caused by such removal.

5.4.4 **Clean-up.**

5.4.4.1 **Environmental Reports; Clean-Up.** If any written report, including any report containing results of any Environmental Assessment (an "**Environmental Report**") shall indicate (i) the presence of any Hazardous Materials as to which Tenant has a removal or remediation obligation under this **Section 5.4**, and (ii) that as a result of same, the investigation, characterization, monitoring, assessment, repair, closure, remediation, removal, or other clean-up (the "**Clean-up**") of any Hazardous Materials is required, Tenant shall immediately prepare and submit to Landlord within thirty (30) days after receipt of the Environmental Report a comprehensive plan, subject to Landlord's written approval, specifying the actions to be taken by Tenant to perform the Clean-up so that the Premises are restored to the conditions required by this Lease. Upon Landlord's approval of the Clean-up plan, Tenant shall, at Tenant's sole cost and expense, without limitation on any rights and remedies of Landlord under this Lease, immediately implement such plan with a consultant reasonably acceptable to Landlord and proceed to Clean-Up Hazardous Materials in accordance with all applicable laws and as required by such plan and this Lease. If, within thirty (30) days after receiving a copy of such Environmental Report, Tenant fails either (a) to complete such Clean-up, or (b) with respect to any Clean-up that cannot be completed within such thirty-day period, fails to proceed with diligence to prepare the Clean-up plan and complete the Clean-up as promptly as practicable, then Landlord shall have the right, but not the obligation, and without waiving any other rights under this Lease, to carry out any Clean-up recommended by the Environmental Report or required by any governmental authority having jurisdiction over the Premises, and recover all of the costs and expenses thereof from Tenant as Additional Rent, payable within ten (10) days after receipt of written demand therefor.

5.4.4.2 **No Rent Abatement.** In the event that Tenant's failure to complete the Clean-up prevents or delays a third party from occupying the Premises, Tenant shall continue to pay all Rent due or accruing under this Lease during any Clean-up, and shall not be entitled to any reduction, offset or deferral of any Base Rent or Additional Rent due or accruing under this Lease during any such Clean-up.

5.4.4.3 **Surrender of Premises.** Tenant shall complete any Clean-up prior to surrender of the Premises upon the expiration or earlier termination of this Lease, and shall fully comply with all Environmental Laws and requirements of any governmental authority with respect to such completion, including, without limitation, fully comply with any requirement to file a risk assessment, mitigation plan or other information with any such governmental authority in conjunction with the Clean-up prior to such surrender. Tenant shall obtain and deliver to Landlord a letter or other written determination from the overseeing governmental authority confirming that the Clean-up has been completed in accordance with all requirements of such governmental authority and that no further response action of any kind is required for the unrestricted use of the Premises ("**Closure Letter**"). Upon the expiration or earlier termination of this Lease, Tenant shall also be obligated to close all permits obtained in connection with Hazardous Materials in accordance with applicable laws.

5.4.4.4 **Failure to Timely Clean-Up.** Should any Clean-up for which Tenant is responsible not be completed, or should Tenant not receive the Closure Letter and any governmental approvals required under Environmental Laws in conjunction with such Clean-up prior to the expiration or earlier termination of this Lease, and Tenant's failure to receive the Closure Letter is prohibiting Landlord from leasing the Premises to a third party, or prevents the occupancy or use of the Premises by a third party, then Tenant shall be liable to Landlord as a holdover tenant (as more particularly provided in **Article 16**) until Tenant has fully complied with its obligations under this **Section 5.4**.

5.4.5 **Confidentiality.** Unless compelled to do so by applicable law, Tenant agrees that Tenant shall not disclose, discuss, disseminate or copy any information, data, findings, communications, conclusions and reports regarding the environmental condition of the Premises to any Person (other than Tenant's consultants, attorneys, property managers and employees that have a need to know such information), including any governmental authority, without the prior written consent of Landlord. In the event Tenant reasonably believes that disclosure is compelled by applicable law, it shall provide Landlord ten (10) business days' advance notice of disclosure of confidential information so that Landlord may attempt to obtain a protective order. Tenant may additionally release such information to bona fide prospective investors, purchasers or lenders, subject to any such parties' written agreement to be bound by the terms of this **Section 5.4**.

5.4.6 **Copies of Environmental Reports.** Within thirty (30) days of receipt thereof, Tenant shall provide Landlord with a copy of any and all environmental assessments, audits, studies and reports regarding Tenant's activities with respect to the Premises, or ground water beneath the Land, or the environmental condition or Clean-up thereof. Tenant shall be obligated to provide Landlord with a copy of such materials without regard to whether such materials are generated by Tenant or prepared for Tenant, or how Tenant comes into possession of such materials.



5.4.7 **Landlord Obligation.** Landlord agrees to remediate or encapsulate any Hazardous Materials existing in the Premises as of the date of this Lease to the extent that Landlord's failure to so remediate would be in violation of applicable law and would prohibit Tenant from obtaining or maintaining a certificate of occupancy for the Premises, or would unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees, or would otherwise materially and adversely affect Tenant's use of or access to the Premises.

5.4.8 **Signs, Response Plans, Etc.** Tenant shall be responsible for posting on the Premises any signs required under applicable Environmental Laws applicable to Tenant's Hazardous Materials. Tenant shall also complete and file any business response plans or inventories required by any applicable laws. Tenant shall concurrently file a copy of any such business response plan or inventory with Landlord.

5.4.9 **Survival.** Each covenant, agreement, representation, warranty and indemnification made by Tenant set forth in this **Section 5.4** shall survive the expiration or earlier termination of this Lease and shall remain effective until all of Tenant's obligations under this **Section 5.4** have been completely performed and satisfied.

## **6. SERVICES AND UTILITIES**

6.1 **Tenant Provided Services.** Tenant will be responsible, at its sole cost and expense, for the furnishing of all services and utilities to the Premises, including, but not limited to heating, ventilation and air-conditioning, electricity, water, telephone, janitorial and interior Building security services.

6.2 The cost of all utilities without mark-up (including without limitation, electricity, gas, sewer and water) to the Premises shall be paid by Tenant, either to the applicable utility provider, for utilities that are separately metered at the Premises or a portion of the Premises, or to Landlord, based on a reasonable allocation of the cost of utilities that are not separately metered to the Premises.

6.3 Landlord shall not provide janitorial or trash services for the Premises. Tenant shall be solely responsible for performing all janitorial and trash services and other cleaning of the Premises, all in compliance with applicable laws. In the event such service is provided by a third party janitorial service, and not by employees of Tenant, such service shall be a janitorial service approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. The janitorial and cleaning of the Premises shall be adequate to maintain the Premises in a manner consistent with Comparable Buildings.

6.4 Tenant shall cooperate fully with Landlord at all times and abide by all regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems. Landlord agrees to provide and maintain and keep in continuous service utility connections to the Project, including electricity, water and sewage connections, heating, ventilation and air-conditioning. Landlord shall have no obligation to provide telephone, janitorial or interior Building security services.

6.5 **Emergency Generator.** Landlord and Tenant hereby acknowledge that there is an existing generator currently serving the Premises ("**Emergency Generator**"), and Tenant shall have the right to connect to the Emergency Generator for up to Tenant's Share of the electrical capacity provided by such Emergency Generator. Tenant's use of the Emergency Generator shall be at Tenant's sole risk, and Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the Emergency Generator. Tenant hereby waives any claims against Landlord or any Landlord Parties resulting from Tenant's use of the Emergency Generator, or any failure of the Emergency Generator to operate as designed, and agrees that Landlord shall not be liable for any damages resulting from any failure in operation of the Emergency Generator, including, without limitation any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or loss to equipment, inventory, scientific research, scientific experiments, laboratory animals, products, specimens, samples, and/or scientific, business, accounting and other records of every kind and description kept at the Premises and any and all income derived or derivable therefrom. Tenant acknowledges that Operating Expenses shall include Landlord's costs incurred in maintaining and operating the Emergency Generator (including all permit costs and fees).

6.6 **Interruption of Use.** Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Premises or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause not under Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease, except to the extent set forth in Section 19.5.2. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6.

6.7 **Triple Net Lease.** Landlord and Tenant acknowledge that, except as otherwise provided to the contrary in this Lease, it is their intent and agreement that this Lease be a "**TRIPLE NET**" lease and that as such, the provisions contained in this Lease are intended to pass on to Tenant or reimburse Landlord for the costs and expenses reasonably associated with the Premises and Tenant's Share of the Project, and Tenant's operation therefrom. To the extent such costs and expenses payable by Tenant cannot be charged directly to, and paid by, Tenant, such costs and expenses shall be paid by Landlord but reimbursed by Tenant as Additional Rent.

## **7. REPAIRS**

7.1 **Tenant Repair Obligations.** Tenant shall, throughout the Term, at its sole cost and expense, maintain, repair, replace and improve as required, the Premises, including all improvements, fixtures, furnishings and finishes therein, in a good standard of maintenance, repair and replacement as required, and in good and sanitary condition, all in accordance with the standards of First Class Life Sciences Projects, whether or not such maintenance, repair, replacement or improvement is required in order to comply with applicable Laws ("**Tenant's Repair Obligations**"), including without limitation (i) any specialty or supplemental Building Systems installed by or for Tenant and (ii) all electrical facilities and equipment, including lighting fixtures, lamps, fans and any exhaust equipment and systems, electrical motors and all other appliances and equipment of every kind and nature located in, upon or about the Premises; (iii) all communications systems serving the Premises; (iv) all of Tenant's security systems in or about or serving the Premises; (v) Tenant's signage; and (vi) interior demising walls and partitions (including painting and wall coverings), and interior doors and door fixtures. Tenant shall additionally be responsible, at Tenant's sole cost and expense, to furnish all expendables, including light bulbs, paper goods and soaps, used in the Premises.

7.2 **Landlord Repair Obligations.** Landlord shall be responsible, as a part of Operating Expenses, for the following (the "**Landlord Repair Obligation**"): (i) repairs to the exterior walls, foundation and roof of the Building, the structural portions of the floors of the Building, except to the extent that such repairs are required due to the negligence or willful misconduct of Tenant, and (ii) for the repair and maintenance of the Building systems, including, without limitation, the following: (1) glass, windows, window frames, window casements (including the repairing, resealing, cleaning and replacing of exterior windows) and skylights; (2) exterior doors, door frames and door closers; (3) sewer lines exterior to the Premises and exterior Building drainage, (4) electrical service to the Building (but not within the Premises), Building fire protection systems (but not interior Premises systems), elevator, Building life safety and security systems and equipment, existing Building heating, ventilation and air-conditioning ("**HVAC**") systems, and all other Building mechanical, electrical and communications systems and equipment (collectively, the "**Building Systems**"), including the structural and non-structural portions of the roof of the Building, including the roof membrane and coverings; provided, however, that if such repairs are due to the negligence or willful misconduct of Tenant, Landlord shall nevertheless make such repairs at Tenant's expense, or, if covered by Landlord's insurance, Tenant shall only be obligated to pay any deductible in connection therewith. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

## 8. ADDITIONS AND ALTERATIONS

8.1 **Landlord's Consent to Alterations.** Tenant may not make any improvements, alterations, additions or changes to the Premises or any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, the "**Alterations**") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than five (5) business days prior to the commencement thereof, and which consent shall not be unreasonably withheld, conditioned or delayed by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which adversely affects the structural portions or the systems or equipment of the Building or is visible from the exterior of the Building. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations following five (5) business days notice to Landlord, but without Landlord's prior consent, to the extent that such Alterations (i) do not affect the Building systems or equipment, (ii) are not visible from the exterior of the Building, and (iii) cost less than \$50,000.00 for a particular job of work.

8.2 **Manner of Construction.** Landlord may impose, as a condition of its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, subcontractors, materials, mechanics and materialmen selected by Tenant and approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), the requirement that upon Landlord's request (subject to the terms of Section 8.5, below), Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early termination of the Lease Term (and Tenant shall have no removal or restoration obligations with respect to the Tenant Improvements to be constructed by Landlord in accordance with the Tenant Work Letter). Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the city in which the Building is located (or other applicable governmental authority). Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building or the Common Areas. Tenant shall be permitted to use non-union labor with Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Upon completion of any Alterations (or repairs), Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Santa Clara in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the Project construction manager a reproducible copy of the "**as built**" drawings of the Alterations as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

8.3 **Payment for Improvements.** If Tenant orders any work directly from Landlord, Tenant shall pay to Landlord an amount equal to three percent (3%) of the cost of such work to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work. If Tenant does not order any work directly from Landlord, Tenant shall reimburse Landlord for Landlord's reasonable, actual, out-of-pocket costs and expenses actually incurred in connection with Landlord's review of such work.

8.4 **Construction Insurance.** In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant carries "**Builder's All Risk**" insurance (to the extent that the cost of the work shall exceed \$100,000.00) in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, Tenant's contractors and subcontractors shall be required to carry Commercial General Liability Insurance in an amount approved by Landlord and otherwise in accordance with the requirements of Article 10 of this Lease and such general liability insurance shall name the Landlord Parties as additional insureds. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee if the proposed Alteration is expected to cost in excess of \$200,000.

8.5 **Landlord's Property.** All Alterations, improvements, fixtures, equipment and/or appurtenances which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant and Alterations, improvements and fixtures shall be and become the property of Landlord and remain in place at the Premises following the expiration or earlier termination of this Lease. Furthermore, Landlord may, by written notice to Tenant given concurrently with Landlord's consent to installation, require Tenant at the end of the Lease Term, at Tenant's expense, to remove any Alterations and/or improvements and/or systems and equipment within the Premises and to repair any damage to the Premises and Building caused by such removal. If Tenant fails to complete any required removal and/or to repair any damage caused by the removal of any Alterations and/or improvements and/or systems and equipment in the Premises, Landlord may do so and may charge the actual and reasonable cost thereof to Tenant. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

## 9. COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least ten (10) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility (to the extent applicable pursuant to then applicable laws). Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) business days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof.

## 10. INSURANCE

10.1 **Indemnification and Waiver.** Except to the extent arising from the gross negligence or willful misconduct of Landlord or Landlord Parties, or Landlord's breach of the terms of this Lease, Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever (including, but not limited to, any personal injuries resulting from a slip and fall in, upon or about the Premises) and agrees that Landlord, its lenders, partners, subpartners and their respective officers, agents, servants, employees, and independent contractors (collectively, "**Landlord Parties**") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, injury, expense and liability (including without limitation court costs and reasonable attorneys' fees) during the Lease Term, or any period of Tenant's occupancy of the Premises prior to the commencement or after the expiration of the Lease Term, incurred in connection with or arising from any cause in, on or about the Premises (including, but not limited to, a slip and fall), any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, invitees, guests or licensees of Tenant or any such person, in, on or about the Project or any breach of the terms of this Lease, either prior to, during, or after the expiration of the Lease Term, provided that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Landlord, or Landlord's Parties, or Landlord's breach of this Lease. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the Premises, Tenant shall pay to Landlord its reasonable costs and expenses incurred in such suit, including without limitation, its actual professional fees such as reasonable appraisers', accountants' and attorneys' fees. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10.2 **Landlord's Property Insurance.** Landlord shall carry commercial general liability insurance with respect to the Building during the Lease Term, and shall further insure the Building, Premises (including the Tenant Improvements) and the Project during the Lease Term (for the full replacement value to the extent consistent with the practices of landlords of comparable buildings) against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage. Such coverage shall be in such amounts, from such companies, and on such other terms and conditions, as Landlord may from time to time reasonably determine. Additionally, at the option of Landlord, such insurance coverage may include the risks of earthquakes and/or flood damage, terrorist acts and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Building or the ground or underlying lessors of the Building, or any portion thereof. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises for any purpose other than customary, general office use causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 **Tenant's Insurance.** Tenant shall maintain the following coverages in the following amounts.

10.3.1 Commercial General Liability Insurance on an occurrence form covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities including a contractual coverage, and including products and completed operations coverage, for limits of liability on a per location basis of not less than:

Bodily Injury and Property Damage Liability	\$3,000,000 each occurrence \$3,000,000 annual aggregate
Personal Injury Liability	\$3,000,000 each occurrence \$3,000,000 annual aggregate

10.3.2 Property Insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) the "**Tenant Improvements**," as that term is defined in the Tenant Work Letter, and any other improvements which exist in the Premises as of the Lease Commencement Date (excluding the Base Building) (the "**Original Improvements**"), and (iii) all other improvements, alterations and additions to the Premises. Such insurance shall be written on a "special form" of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and

shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, excluding flood but including sprinkler leakage, bursting or stoppage of pipes, and explosion.

10.3.3 Business Income Interruption for one (1) year plus Extra Expense insurance in such amounts as will reimburse Tenant for actual direct or indirect loss of earnings attributable to the risks outlined in Section 10.3.2 above.

10.3.4 Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations. The policy shall include a waiver of subrogation in favor of Landlord, its employees, Lenders and any property manager or partners.

10.4 **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, its subsidiaries and affiliates, its property manager (if any) and any other party the Landlord so specifies, as an additional insured or loss payee, as applicable, including Landlord's managing agent, if any; (ii) be issued by an insurance company having a rating of not less than A:IX in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance required of Tenant; (v) be in form and content reasonably acceptable to Landlord; and (vi) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord (unless such cancellation is the result of non-payment of premiums). Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least ten (10) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor.

10.5 **Subrogation.** Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property or business interruption loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies do now, or shall, contain the waiver of subrogation.

10.6 **Additional Insurance Obligations.** Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord or Landlord's lender, but in no event in excess of the amounts and types of insurance then being required by landlords of buildings comparable to and in the vicinity of the Building.

## 11. DAMAGE AND DESTRUCTION

11.1 **Repair of Damage to Premises by Landlord.** Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Base Building, such Common Areas and the Premises (including the Tenant Improvements) . Such restoration shall be to substantially the same condition of the Premises, Base Building and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building or Project or any other modifications to the Common Areas deemed desirable by Landlord, which are consistent with the character of the Project, provided that access to the Premises shall not be materially impaired. Upon the occurrence of any damage to the Premises, upon notice (the "**Landlord Repair Notice**") to Tenant from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 10.3.2(ii) of this Lease. . Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and the Premises are not occupied by Tenant as a result thereof, then during the time and to the extent the Premises are unfit for occupancy, the Rent shall be abated in proportion to the ratio that the amount of rentable square feet of the Premises which is unfit for occupancy for the purposes permitted under this Lease bears to the total rentable square feet of the Premises.

11.2 **Landlord's Option to Repair.** Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and/or Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within one hundred eighty (180) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or Project or ground lessor with respect to the Building or Project shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground lease, as the case may be; (iii) at least Five Hundred Thousand and 00/100 Dollars (\$500,000.00) of damage is not fully covered by Landlord's insurance policies; or (v) the damage occurs during the last twelve (12) months of the Lease Term; provided, however, that if Landlord does not elect to terminate this Lease pursuant to Landlord's termination right as provided above, and the repairs cannot, in the reasonable opinion of Landlord, be completed within one hundred eighty (180) days after being commenced, Tenant may elect, no earlier than sixty (60) days after the date of the damage and not later than ninety (90) days after the date of such damage, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant. Notwithstanding the provisions of this Section 11.2, Tenant shall have the right to terminate this Lease under this Section 11.2 only if each of the following conditions is satisfied: (a) the damage to the Project by fire or other casualty was not caused by the gross negligence or intentional act of Tenant or its partners or subpartners and their respective officers, agents, servants, employees, and independent contractors; (b) as a result of the damage, Tenant cannot reasonably conduct business from the Premises; and, (c) as a result of the damage to the Project, Tenant does not occupy or use the Premises at all. In addition, Tenant may terminate this Lease if the damage to the Premises occurs during the last twelve (12) months of the Lease Term, and, as a result of such damage, Tenant cannot reasonably conduct business from the Premises for a period of thirty (30) days or more.

11.3 **Waiver of Statutory Provisions.** The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Project.

## **12. NONWAIVER**

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

## **13. CONDEMNATION**

If the whole or any part of the Premises, Building or Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Project, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord, its ground lessor with respect to the Building or Project or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, and provided that such temporary taking does not materially preclude or unreasonably diminish Tenant's ability to conduct business from the Premises, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking, provided, however, that Tenant shall be entitled to a share of the award for any loss of fixtures and improvements and for moving and other reasonable expenses that do not otherwise reduce Landlord's recovery.

## 14. ASSIGNMENT AND SUBLETTING

14.1 **Transfers.** Except as specifically permitted in Section 14.8, below, Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as “**Transfers**” and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a “**Transferee**”). If Tenant desires Landlord’s consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the “**Transfer Notice**”) shall include (i) the proposed effective date of the Transfer, which shall not be less than twenty (20) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the “**Subject Space**”), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the “**Transfer Premium**”, as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, and (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, business credit and personal references and history of the proposed Transferee and any other information reasonably required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee’s business and proposed use of the Subject Space. Any Transfer made without Landlord’s prior written consent shall, at Landlord’s option, be null, void and of no effect, and shall, at Landlord’s option, constitute a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord’s reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys’, accountants’, architects’, engineers’ and consultants’ fees) incurred by Landlord (not to exceed \$3,000 in the aggregate), within thirty (30) days after written request by Landlord.

14.2 **Landlord’s Consent.** Landlord shall not unreasonably withhold, condition or delay its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1 The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project;

14.2.2 The Transferee is either a governmental agency or instrumentality thereof;

14.2.3 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;



14.2.4 The proposed Transfer would cause a violation of another lease for space in the Project, or would give an occupant of the Project a right to cancel its lease; or

14.2.5 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, is negotiating with Landlord or has negotiated with Landlord during the six (6) month period immediately preceding the date Landlord receives the Transfer Notice, to lease space in the Project, and Landlord has comparable space available for lease at the time.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a suit for contract damages (other than damages for injury to, or interference with, Tenant's business including, without limitation, loss of profits, however occurring) or declaratory judgment and an injunction for the relief sought, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable laws, on behalf of the proposed Transferee.

14.3 **Transfer Premium.** If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "**Transfer Premium**," as that term is defined in this Section 14.3, received by Tenant from such Transferee. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer, (ii) any free base rent reasonably provided to the Transferee in connection with the Transfer (provided that such free rent shall be deducted only to the extent the same is included in the calculation of total consideration payable by such Transferee), and (iii) any brokerage commissions in connection with the Transfer (iv) legal fees reasonably incurred in connection with the Transfer, and (v) and fees paid to Landlord in connection with Tenant's request for consent (collectively, "**Tenant's Subleasing Costs**"). "**Transfer Premium**" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. The determination of the amount of Landlord's applicable share of the Transfer Premium shall be made on a monthly basis as rent or other consideration is received by Tenant under the Transfer.

14.4 **Landlord's Option as to Subject Space.** Notwithstanding anything to the contrary contained in this Article 14, in the event Tenant contemplates a Transfer which, together with all prior Transfers then remaining in effect, would cause fifty percent (50%) or more of the Premises to be Transferred for fifty percent (50%) or more of the Lease Term (assuming all sublease renewal or extension rights are exercised), Tenant shall give Landlord notice (the "**Intention to Transfer Notice**") of such contemplated Transfer (whether or not the contemplated Transferee or the terms of such contemplated Transfer have been determined). The Intention to Transfer Notice shall specify the portion of and amount of rentable square feet of the Premises which Tenant intends to Transfer (the "**Contemplated Transfer Space**"), the contemplated date of commencement of the Contemplated Transfer (the "**Contemplated Effective Date**"), and the contemplated length of the term of such contemplated Transfer, and shall specify that such Intention to Transfer Notice is delivered to Landlord pursuant to this Section 14.4 in order to allow Landlord to elect to recapture the Contemplated Transfer Space. Thereafter, Landlord shall have the option, by giving written notice to Tenant within twenty (20) days after receipt of any Intention to Transfer Notice, to recapture the Contemplated Transfer Space. Such recapture shall cancel and terminate this Lease with respect to such Contemplated Transfer Space as of the Contemplated Effective Date. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same.

14.5 **Effect of Transfer.** If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than three percent (3%), Tenant shall pay Landlord's costs of such audit.

14.6 **Intentionally Omitted.**

14.7 **Occurrence of Default.** Any Transfer hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

14.8 **Non-Transfers.** Notwithstanding anything to the contrary contained in this Article 14, (i) an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant (an entity which is controlled by, controls, or is under common control with, Tenant), (ii) an assignment of the Premises to an entity which acquires all or substantially all of the assets or interests (partnership, stock or other) of Tenant, (iii) an assignment of the Premises to an entity which is the resulting entity of a merger or consolidation of Tenant, or (iv) a sale of corporate shares of capital stock in Tenant in connection with either a bonafide financing for the benefit of the Tenant or an initial public offering of Tenant's stock on a nationally-recognized stock exchange (collectively, a "**Permitted Transferee**"), shall not be deemed a Transfer under this Article 14, provided that (A) following execution Tenant notifies Landlord of any such assignment or sublease and promptly supplies Landlord with any documents or information requested by Landlord regarding such assignment or sublease or such affiliate, (B) such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease, (C) such Permitted Transferee shall be of a character and reputation consistent with the quality of the Building, and (D) such Permitted Transferee shall have a tangible net worth (not including goodwill as an asset) computed in accordance with generally accepted accounting principles ("**Net Worth**") at least equal to the Net Worth of Tenant on the day immediately preceding the effective date of such assignment or sublease. An assignee of Tenant's entire interest that is also a Permitted Transferee may also be known as a "**Permitted Assignee**". "**Control**," as used in this Section 14.8, shall mean the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of at least fifty-one percent (51%) of the voting interest in, any person or entity. No such permitted assignment or subletting shall serve to release Tenant from any of its obligations under this Lease.

## 15. SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 **Surrender of Premises.** No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such sublessees or subtenancies.

15.2 **Removal of Tenant Property by Tenant.** Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear, casualty and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, movable partitions and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its reasonable discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises resulting from such removal.

15.3 **Environmental Assessment.** In the event that, during the Lease Term, Tenant elects to use any portion of the Premises for research and development, engineering, and/or laboratory purposes, then in connection with its surrender of the Premises, Tenant shall submit to Landlord, at least thirty (30) days prior to the expiration date of this Lease (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an environmental Assessment of the Premises by a competent and experienced environmental engineer or engineering firm reasonably satisfactory to Landlord (pursuant to a contract approved by Landlord and providing that Landlord can rely on the Environmental Assessment), which (i) evidences that the Premises are in a clean and safe condition and free and clear of any Hazardous Materials for which Tenant is responsible under the terms of this Lease; and (ii) includes a review of the Premises by an environmental consultant for asbestos, mold, fungus, spores, and other moisture conditions, on-site chemical use, and lead-based paint. If such Environmental Assessment reveals that remediation or Clean-up is required under any Environmental Laws for which Tenant is responsible under the terms of this Lease, Tenant shall submit a remediation plan prepared by a recognized environmental consultant and shall be responsible for all costs of remediation and Clean-up, as more particularly provided in Section 5.4, above.

## 16. HOLDING OVER

If Tenant holds over after the expiration of the Lease Term or earlier termination thereof, with the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term. If Tenant holds over after the expiration of the Lease Term or earlier termination thereof, without the express or implied consent of Landlord, such tenancy shall be deemed to be a tenancy by sufferance only, and shall not constitute a renewal hereof or an extension for any further term, and Base Rent shall be payable at a monthly rate equal to one hundred twenty-five percent (125%) of the Base Rent applicable during the last rental period of the Lease Term for the initial one (1) month of hold-over and thereafter at a monthly rate equal to one hundred fifty percent (150%) of the Base Rent applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy or tenancy by sufferance, as the case may be, shall be subject to every other applicable term, covenant and agreement contained herein. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.

## **17. ESTOPPEL CERTIFICATES**

Within ten (10) business days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of **Exhibit E**, attached hereto (or such other form as may be required by any prospective mortgagee or purchaser of the Project, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Any such certificate may be relied upon by any prospective mortgagee or purchaser of all or any portion of the Project. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. At any time during the Lease Term, Landlord may require Tenant to provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Failure of Tenant to timely execute, acknowledge and deliver such estoppel certificate or other instruments shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

## **18. SUBORDINATION**

This Lease shall be subject and subordinate to all present and future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs the terms, covenants and conditions of this Lease to be observed and performed by Tenant. Landlord's delivery to Tenant of commercially reasonable non-disturbance agreement(s) in favor of Tenant from any ground lessors, mortgage holders or lien holders of Landlord who come into existence following the date hereof but prior to the expiration of the Lease Term shall be in consideration of, and a condition precedent to, Tenant's agreement to subordinate this Lease to any such ground lease, mortgage or lien. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within ten (10) business days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale. Landlord represents that, as of the date of this Lease, there are no ground or underlying leases or liens of any mortgage or trust deed encumbering the Building or Project. Landlord hereby represents and warrants to Tenant that, as of the date of this Lease, there is no deed of trust or mortgage encumbering the Building.

## 19. DEFAULTS; REMEDIES

19.1 **Events of Default.** The occurrence of any of the following shall constitute a default of this Lease by Tenant:

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due unless such failure is cured within five (5) business days after notice; or

19.1.2 Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

19.1.3 Abandonment of the Premises by Tenant without making commercially reasonable provision for its security; or

19.1.4 The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 of this Lease where such failure continues for more than two (2) business days after notice from Landlord.

The notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by law.

19.2 **Remedies Upon Default.** Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "**rent**" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 19.2.1(i) and (ii), above, the "**worth at the time of award**" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Section 19.2.1(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1 %).

19.2.2 Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 19.2.1 and 19.2.2, above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **Subleases of Tenant.** Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.4 **Efforts to Relet.** No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

#### 19.5 **Landlord Default.**

19.5.1 **General.** Notwithstanding anything to the contrary set forth in this Lease, Landlord shall not be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease unless Landlord fails to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity.

19.5.2 **Abatement of Rent.** In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, as a result of (i) any repair, maintenance or alteration performed by Landlord, or which Landlord failed to perform, after the Lease Commencement Date and required by this Lease, which substantially interferes with Tenant's use of the Premises, or (ii) any failure to provide services, utilities or access to the Premises as required by this Lease (either such set of circumstances as set forth in items (i) or (ii), above, to be known as an "**Abatement Event**"), then Tenant shall give Landlord notice of such Abatement Event, and if such Abatement Event continues for five (5) consecutive business days after Landlord's receipt of any such notice (the "**Eligibility Period**") and either (A) Landlord does not diligently commence and pursue to completion the remedy of such Abatement Event or (B) Landlord receives proceeds from its rental interruption insurance which covers such Abatement Event, then the Base Rent and Tenant's Share of Direct Expenses shall be abated or reduced, as the case may be, after expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use for the normal conduct of Tenant's business, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises; provided, however, in the event that Tenant is prevented from using, and does not use, a portion of the Premises for a period of time in excess of the Eligibility Period and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the Base Rent and Tenant's Share of Direct Expenses for the entire Premises shall be abated for such time as Tenant continues to be so prevented from using, and does not use, the Premises. If, however, Tenant reoccupies any portion of the Premises during such period, the Rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date Tenant reoccupies such portion of the Premises. To the extent an Abatement Event is caused by an event covered by Articles 11 or 13 of this Lease, then Tenant's right to abate rent shall be governed by the terms of such Article 11 or 13, as applicable, and the Eligibility Period shall not be applicable thereto. Such right to abate Base Rent and Tenant's Share of Direct Expenses shall be Tenant's sole and exclusive remedy for rent abatement at law or in equity for an Abatement Event. Except as provided in this Section 19.5.2, nothing contained herein shall be interpreted to mean that Tenant is excused from paying Rent due hereunder.

## 20. **COVENANT OF QUIET ENJOYMENT**

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

## 21. **SECURITY DEPOSIT**

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount set forth in Section 9 of the Summary, as security for the faithful performance by Tenant of all of its obligations under this Lease. If Tenant defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, the removal of property and the repair of resultant damage, and such default is not cured within the applicable cure period under this Lease, Landlord may, without notice to Tenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within forty-five (45) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby irrevocably waives and relinquishes any and all rights, benefits, or protections, if any, Tenant now has, or in the future may have, under Section 1950.7 of the California Civil Code (excluding subsection 1950.7(b)), any successor statute, and all other provisions of law, now or hereafter in effect, including, but not limited to, any provision of law which (i) establishes the time frame by which a landlord must refund a security deposit under a lease, and/or (ii) provides that a landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by a tenant or to clean the subject premises. Tenant acknowledges and agrees that (a) any statutory time frames for the return of a security deposit are superseded by the express period identified in this Article 21, above, and (b) rather than be so limited, Landlord may claim from the Security Deposit (1) any and all sums expressly identified in this Article 21, above, and (2) any additional sums reasonably necessary to compensate Landlord for any and all losses or damages caused by Tenant's default of this Lease, including, but not limited to, all damages or rent due upon termination of Lease pursuant to Section 1951.2 of the California Civil Code.

## 22. SUBSTITUTION OF OTHER PREMISES

Intentionally Omitted.

## 23. SIGNS

23.1 **Interior Signage.** Tenant's interior building identifying signage shall be provided by Landlord, at Tenant's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's then-current Building standard signage program. Tenant shall have the right, subject to Landlord's reasonable review and approval (keeping in mind that Tenant is not the exclusive Tenant of the Buildings) to prominent, non-exclusive, interior signage in the lobby of the Building.

23.2 **Exterior Signage.** Subject to Landlord's prior written approval, in its reasonable discretion, and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, at its sole cost and expense, may install identification signage on one (1) panel, as designated by Landlord, on the existing monument sign located at the exterior of the Project. All permitted signs shall be maintained by Tenant at its expense in a good and safe condition and appearance. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of its signs at Tenant's sole cost and expense. Tenant shall repair any damage to the Premises or Project, inside or outside, resulting from the erection, maintenance or removal of any signs. Landlord makes no representation that Tenant will receive governmental approval for any such signage.

23.3 **Prohibited Signage and Other Items.** Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant may not install any signs on the exterior or roof of the Project or the Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its sole discretion, except as permitted by Section 23.2.

## 24. COMPLIANCE WITH LAW

Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "**Applicable Laws**"). Following Landlord's Substantial Completion of the Tenant Improvements, at Tenant's sole cost and expense, Tenant shall promptly comply with all such Applicable Laws which relate to (i) Tenant's use of the Premises, (ii) any Alterations made by Tenant to the Premises, or (iii) the Base Building, but as to the Base Building, only to the extent such obligations are triggered by Alterations made by Tenant to the Premises to the extent such Alterations are not normal and customary business office improvements, or Tenant's use of the Premises for non-general office or life-science use. Following Landlord's Substantial Completion of the Tenant Improvements, Tenant shall be responsible, at its sole cost and expense, to make all alterations to the Premises as are required to comply with the Applicable Laws to the extent required in this Article 24. Notwithstanding the foregoing terms of this Article 24 to the contrary, Tenant may defer such compliance with Applicable Laws while Tenant contests, in a court of proper jurisdiction, in good faith, the applicability of such Applicable Laws to the Premises or Tenant's specific use or occupancy of the Premises; provided, however, Tenant may only defer such compliance if such deferral shall not (a) prohibit Tenant from obtaining or maintaining a certificate of occupancy for the Premises, (b) prohibit Landlord from obtaining or maintaining a certificate of occupancy for the Building or any portion thereof, (c) unreasonably and materially affect the safety of the employees and/or invitees of Landlord or Tenant, (d) create a significant health hazard for the employees and/or invitees of Landlord or Tenant, (e) otherwise materially and adversely affect Tenant's use of or access to the Buildings or the Premises, or (f) impose material obligations, liability, fines, or penalties upon Landlord, or would materially and adversely affect the use of or access to the Building by Landlord. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant. Landlord shall comply with all Applicable Laws relating to the Base Building, provided that compliance with such Applicable Laws is not the responsibility of Tenant under this Lease, and provided further that Landlord's failure to comply therewith would prohibit Tenant from obtaining or maintaining a certificate of occupancy for the Premises, or would unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees, or would otherwise materially and adversely affect Tenant's use of or access to the Premises. Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Article 24 to the extent not prohibited by the terms of Section 4.2.7 above. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CAsp).



## 25. LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) business days after Tenant's receipt of written notice from Landlord that said amount is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount plus any reasonable attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. Notwithstanding the foregoing, Landlord shall not charge Tenant a late charge for the first (1<sup>st</sup>) late payment in any twelve (12) month period (but in no event with respect to any subsequent late payment in any twelve (12) month period) during the Lease Term that Tenant fails to timely pay Rent or another sum due under this Lease, provided that such late payment is made within three (3) business days following the expiration of the five (5) business day period following written notice. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) business days after the date they are due shall bear interest from the date when due until paid at a rate per annum equal to the lesser of (i) the annual "**Bank Prime Loan**" rate cited in the Federal Reserve Release Publication H.15, published weekly on each Monday (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published) plus four (4) percentage points, and (ii) the highest rate permitted by applicable law.

## 26. LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT

26.1 **Landlord's Cure.** All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent, if any, otherwise expressly provided herein. If Tenant shall fail to perform any obligation under this Lease, and such failure shall continue in excess of the time allowed under Section 19.1.2, above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

26.2 **Tenant's Reimbursement.** Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, upon delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all reasonable legal fees and other amounts so expended. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

## 27. ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times and upon not less than one (1) day's prior notice to Tenant (except in the case of an emergency) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, or to current or prospective mortgagees, ground or underlying lessors or insurers or, during the last nine (9) months of the Lease Term, to prospective tenants; (iii) post notices of nonresponsibility (to the extent applicable pursuant to then applicable law); or (iv) alter, improve or repair the Premises or the Buildings, or for structural alterations, repairs or improvements to the Buildings or the Buildings' systems and equipment; provided that at all times landlord shall comply with Tenant's security measures in effect from time to time, which may entail, except in case of an emergency, being accompanied by a representative of Tenant. Provided that Landlord employs commercially reasonable efforts to minimize interference with the conduct of Tenant's business in connection with entries into the Premises, Landlord may make any such entries without the abatement of Rent, except as otherwise provided in this Lease, and shall take such reasonable steps as required to accomplish the stated purposes. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. Tenant shall have the right to have an employee of Tenant accompany Landlord in connection with any such entry, except in the event of an emergency.

## 28. TENANT PARKING

Tenant shall have the right, without the payment of any parking charge or fee (other than as a reimbursement of operating expenses to the extent allowed pursuant to the terms or Article 4 of this Lease, above), commencing on the Lease Commencement Date, to use the amount of unreserved parking spaces and two (2) reserved visitor parking spaces (the exact location of which shall be designated by Landlord) set forth in Section 10 of the Summary, on a monthly basis throughout the Lease Term, which parking spaces shall be located in the on-site parking facility (or facilities) which serve the Project. Landlord shall, at Landlord's sole cost and expense, label the reserved visitor parking spaces with Tenant's name and indicate that the spaces are reserved for Tenant's visitors. Notwithstanding the foregoing, Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the renting of such parking spaces by Tenant or the use of the parking facility by Tenant. Tenant's continued right to use the parking spaces is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the parking spaces are located (including any sticker or other identification system established by Landlord and the prohibition of vehicle repair and maintenance activities in the parking facilities), and shall cooperate in seeing that Tenant's employees and visitors also comply with such rules and regulations. Tenant's use of the Project parking facility shall be at Tenant's sole risk and Tenant acknowledges and agrees that Landlord shall have no liability whatsoever for damage to the vehicles of Tenant, its employees and/or visitors, or for other personal injury or property damage or theft relating to or connected with the parking rights granted herein or any of Tenant's, its employees' and/or visitors' use of the parking facilities.

## 29. MISCELLANEOUS PROVISIONS

29.1 **Terms; Captions.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

29.2 **Binding Effect.** Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.3 **No Air Rights.** No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

29.4 **Modification of Lease.** Should any current or prospective mortgagee or ground lessor for the Building or Project require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are reasonably required therefor and to deliver the same to Landlord within ten (10) business days following a request therefor. At the request of Landlord or any mortgagee or ground lessor, Tenant agrees to execute a short form of Lease and deliver the same to Landlord within ten (10) business days following the request therefor.

29.5 **Transfer of Landlord's Interest.** Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee.

29.6 **Prohibition Against Recording.** Except as provided in Section 29.4 of this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant.

29.7 **Landlord's Title.** Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

29.8 **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

29.9 **Application of Payments.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

29.10 **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

29.11 **Partial Invalidity.** If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.12 **No Warranty.** In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

29.13 **Landlord Exculpation.** The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Project. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 29.13 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

29.14 **Entire Agreement.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease, except that the "CDA", as defined in Section 29.28 below (except as set forth in that certain Work Reimbursement Agreement dated May 21, 2014), shall remain in full force and effect. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

29.15 **Right to Lease.** Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project.

29.16 **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

29.17 **Waiver of Redemption by Tenant.** Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

29.18 **Notices.** All notices, demands, statements, designations, approvals or other communications (collectively, "Notices") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("Mail"), (B) delivered by a nationally recognized overnight courier, or (D) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address set forth in Section 11 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the addresses set forth below, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) the date the overnight courier delivery is made, or (iii) the date personal delivery is made. As of the date of this Lease, any Notices to Landlord must be sent, transmitted, or delivered, as the case may be, to the following addresses:

HCP LS Redwood City, LLC c/o HCP, Inc.  
[PRIVATE ADDRESS]  
Attention: Legal Department

and:

HCP Life Science Estates  
[PRIVATE ADDRESS]  
Attention: Jonathan M. Bergschneider

and

Allen Matkins Leck Gamble Mallory & Natsis LLP  
1901 Avenue of the Stars  
Suite 1800  
Los Angeles, California 90067  
Attention: Anton N. Natsis, Esq.

29.19 **Joint and Several.** If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

29.20 **Authority.** If Tenant is a corporation, trust or partnership, Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the State of California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. In such event, Tenant shall, within ten (10) days after execution of this Lease, deliver to Landlord satisfactory evidence of such authority and, if a corporation, upon demand by Landlord, also deliver to Landlord satisfactory evidence of (i) good standing in Tenant's state of incorporation and (ii) qualification to do business in the State of California.

29.21 **Attorneys' Fees.** In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

29.22 **Governing Law; WAIVER OF TRIAL BY JURY.** This Lease shall be construed and enforced in accordance with the laws of the State of California. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

29.23 **Submission of Lease.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

29.24 **Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 13 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party. Landlord shall pay Brokers a commission pursuant to a separate written agreement. The terms of this Section 29.24 shall survive the expiration or earlier termination of the Lease Term.

29.25 **Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

29.26 **Project or Building Name, Address and Signage.** Landlord shall have the right at any time to change the name and/or address of the Project or Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord.

29.27 **Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease.

29.28 **Confidentiality.** Tenant acknowledges that the content of this Lease and any related documents are confidential information. Except as otherwise required by applicable law (including applicable securities regulations), Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than their respective financial, legal, and space planning consultants, and current or prospective investors, lender and purchasers. Notwithstanding anything to the contrary contained in this Lease; the Confidentiality Agreement dated March 29, 2014, entered into by and between Tenant and Landlord (the "CDA") remains in full force and effect.

29.29 **Development of the Project.**

29.29.1 **Subdivision.** Landlord reserves the right to subdivide all or a portion of the buildings and Common Areas. Tenant agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents needed to conform this Lease to the circumstances resulting from a subdivision and any all maps in connection therewith. Notwithstanding anything to the contrary set forth in this Lease, the separate ownership of any buildings and/or Common Areas by an entity other than Landlord shall not affect the calculation of Direct Expenses or Tenant's payment of Tenant's Share of Direct Expenses.

29.29.2 **Construction of Property and Other Improvements.** Tenant acknowledges that portions of the Project and/or the Other Improvements may be under construction following Tenant's occupancy of the Premises, and that such construction may result in levels of noise, dust, obstruction of access, etc. which are in excess of that present in a fully constructed project. Tenant hereby waives any and all rent offsets or claims of constructive eviction which may arise in connection with such construction.

29.30 **No Violation.** Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Tenant's breach of this warranty and representation.

29.31 **Communications and Computer Lines.** Tenant may install, maintain, replace, remove or use any communications or computer wires and cables serving the Premises (collectively, the "Lines"), provided that (i) Tenant shall obtain Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), use an experienced and qualified contractor approved in writing by Landlord, and comply with all of the other provisions of Articles 7 and 8 of this Lease. Tenant shall pay all costs in connection therewith. Tenant shall have no obligation to remove any Lines located in or serving the Premises.

29.32 **Transportation Management.** Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Project and/or the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities. Such programs may include, without limitation: (i) restrictions on the number of peak-hour vehicle trips generated by Tenant; (ii) increased vehicle occupancy; (iii) implementation of an in-house ridesharing program and an employee transportation coordinator; (iv) working with employees and any Project, Building or area-wide ridesharing program manager; (v) instituting employer-sponsored incentives (financial or in-kind) to encourage employees to rideshare; and (vi) utilizing flexible work shifts for employees.

[Signatures on next page.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

HCP LS REDWOOD CITY, LLC,  
a Delaware limited liability company

By: /s/ Jonathan M. Berschneider  
Name: Jonathan M. Berschneider  
Its: EVP

TENANT:

ATRECA, INC.,  
a Delaware corporation

By: /s/ Tito A. Serafini  
Name: Tito A. Serafini  
Its: President & CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_





**EXHIBIT B**

**BRITANNIA SEAPORT CENTER**

**TENANT WORK LETTER**

**SECTION 1**

**CONSTRUCTION DRAWINGS FOR THE PREMISES**

Landlord shall construct improvements in the Premises pursuant to construction drawings prepared by or on behalf of Landlord, and reasonably approved by Tenant within ten (10) business days following Tenant's receipt thereof (the "**Approved Working Drawings**"). Such improvements as shown on the Approved Working Drawings are referred to herein as the "**Tenant Improvements**". The Approved Working Drawings shall encompass the approved space plan and scope of work attached hereto as Schedule 1 (the "**Scope of Work**"), constructed to a reasonable Building standard.

Tenant shall make no additions to the Scope of Work, or any changes or modifications to the Approved Working Drawings, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The Premises shall be "Ready for Occupancy" upon the Substantial Completion of the Tenant Improvements. "**Substantial Completion**" shall mean completion of the Tenant Improvements in accordance with the Approved Working Drawings, in a good and workmanlike manner and in compliance with all applicable laws (to the extent required to allow the legal occupancy of the Premises), except for so-called "punch list" items which do not interfere with Tenant's use of the Tenant Improvements for the purposes for which they were designed. Landlord shall use commercially reasonable efforts to promptly complete any "punch list" items. As used in this Lease or Tenant Work Letter, the foregoing definition shall likewise apply to the phrases "Substantial Completion", "Substantially Complete" or "Substantially Completed", or any similar variant as the context may require. In the event Substantial Completion is delayed as a result of any revisions, changes, or substitutions to the Approved Working Drawings or Scope of Work requested by Tenant, the Premises shall be deemed to have been "Ready for Occupancy", for the purpose of determining the Rent Commencement Date in accordance with the terms of Section 3.3 of the Lease Summary, on the date Substantial Completion would have occurred but for such delay.

The Tenant Improvements shall not include installation of any telephone or data services or cabling, or any of the items listed as exclusions on Schedule 1, all of which shall be at Tenant's sole cost and expense.

**SECTION 2**

**OVER-ALLOWANCE AMOUNT**

In the event that Tenant shall request any revisions, changes, or substitutions to the Approved Working Drawings or to the Scope of Work, any additional costs (net of any cost savings resulting from changes in the Scope of Work) which arise in connection with such revisions, changes or substitutions shall be paid by Tenant to Landlord immediately upon Landlord's request.

**SECTION 3**

**CONTRACTOR'S WARRANTIES AND GUARANTIES**

Landlord hereby assigns to Tenant all warranties and guaranties by the contractor who constructs the Tenant Improvements (the "Contractor") relating to the Tenant Improvements, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, the Tenant Improvements, except to the extent caused by Landlord's gross negligence or willful misconduct or breach of this Lease; provided that, notwithstanding the foregoing, Tenant may require Landlord to enforce the warranties and guaranties of the contractor.

**EXHIBIT B**

## SECTION 4

### RECORD SET

Landlord shall provide Tenant with a final, record set of the Approved Working Drawings following completion of the Tenant Improvements.

## SECTION 5

### MISCELLANEOUS

5.1 Tenant's Entry Into the Premises Prior to Substantial Completion. Provided that Tenant and its agents do not interfere with construction of the Tenant Improvements, Landlord shall caused Contractor to allow Tenant access to the Premises prior to the Substantial Completion (the "**Early Access**") of the Tenant Improvements for the purpose of Tenant installing furniture, equipment and fixtures (including Tenant's data and telephone equipment) in the Premises. Prior to Tenant's entry into the Premises as permitted by the terms of this Section 5.1, Tenant shall submit a schedule to Landlord and Contractor, for their approval (which shall not be unreasonably withheld, conditioned or delayed), which schedule shall detail the timing and purpose of Tenant's entry. Tenant shall hold Landlord harmless from and indemnify, protect and defend Landlord against any loss or damage to the Building or Premises and against injury to any persons caused by Tenant's actions pursuant to this Section 5.1. Tenant shall not be obligated to pay any Monthly Base Net Rent or Operating Expenses but shall be responsible for the payment of utilities in connection with the Early Access.

5.2 Tenant's Representative. Tenant has designated Daniel Emerling and Jonathon Woo (either one of which may act alone) as its representatives with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

5.3 Landlord's Representative. Landlord has designated Jeff Marcowitz or Jerry Colomb of Project Management Advisors as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

5.4 Time of the Essence in This Tenant Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days.

5.5 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in this Lease, if an Event of Default as described in Article 19 of the Lease, or a default by Tenant under this Tenant Work Letter which remains uncured within the cure period set forth in 19.1.1 of the Lease, has occurred at any time on or before the Substantial Completion of the Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to cause Contractor to cease the construction of the Premises (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Premises caused by such work stoppage as set forth in Section 5 of this Tenant Work Letter), and (ii) all other obligations of Landlord under the terms of this Tenant Work Letter shall be forgiven until such time as such Event of Default is cured pursuant to the terms of the Lease.

5.6 Selection of Contractor and Interior Architect. Tenant shall have the right, subject to Landlord's reasonable approval, to select the Contractor and the interior architect to construct the Tenant Improvements. Tenant hereby approves DGA as the interior architect and Landmark Builders as the Contractor.

## EXHIBIT B

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### SCHEDULE 1 TO EXHIBIT B

#### SCOPE OF WORK

#### 500 Saginaw – 1<sup>st</sup> Floor – Atreca TI Scope List

1. Based on DGA floor plan dated 6/2/2014
2. New 2x4 ACT at office area unless otherwise noted; 2x4 Enviroguard tile in lab areas.
3. Common Lobby
4. Common Shipping/Receiving Area
5. Landlord standard paint throughout
6. Men's and Women's Restrooms (paint walls and replace partitions) each with (1) shower, drinking fountain.
7. (2) Electrical Rooms
8. Elevator Machine Room
9. Exterior Patio with a metal roof
10. Re-use, repair, or replace existing blinds on all windows as appropriate

#### **Office Area consists of:**

11. Office Area includes carpet tiles with rubber base unless otherwise noted.
12. Standard 2x4 ACT with 2x4 recessed light fixtures with direct/indirect fixtures in the Board Room.
13. Reception Area with two sets of double doors, standard power and rough-in for data; Furniture by tenant.
14. (8) Private Offices with one glass wall each, solid door, (3) duplex outlets, (3) data rough-ins each.
15. Open Office Area with space for (24) workstations; J-boxes at ceiling; Power poles, cabling, and connection to workstations by Tenant. Workstations by Tenant.
16. Board Room with butt glazed glass wall, solid door, fabric wrapped and wall panels, 8' automatic projection screen, supplemental down lights, (3) duplex outlets with data rough-in, floor box for power/data connection through table, and manual Mecho shade; TV, furniture and cabling by Tenant.
17. (2) Phone Rooms each with sidelight and solid door; (1) duplex outlet and data rough-in; Cabling by Tenant.

18. Break Area with VCT, base and wall cabinetry, solid surface countertop, sink with disposal (pull down faucet), (2) dishwashers, power for (2) refrigerators; Refrigerator(s) and furniture by Tenant (hard plumbed coffee and ice makers (2) each included)
  19. Copy/Mail alcove with power and data rough-in; cabling by Tenant
  20. (3) Bioinformatics Rooms each with one glass wall, solid door, (3) duplex outlets with data rough-in (cabling by Tenant).
  21. (3) Small Collaboration/Conference Rooms
- Lab area consists of:
22. Labs consisting of Bio Lab, (2) TC Rooms (with (6) hepa filters), General Lab (with (3) ceiling service panels), Flex Lab, Post Amp Labs, FACS Lab (with (2) ceiling service panels and (8) hepa filters), Reagent Prep, Freezer Storage, RT Room (with (3) ceiling service panels), R&D Post/Histology Lab, RAD Lab, Autoclave Glass Wash, imaging Room, and Antibody Subclinical Assay Lab.
  23. Sheet vinyl flooring in FACS Lab and TC Room. VCT in remaining lab areas.
  24. Ante Area with access to Post Amp Lab and Office Area.
  25. Ante Room with access to: (1) Future Lab, FACS Lab, Reagent Prep, and Freezer Storage.
  26. Labs with benches, reagent racks, wire mold, sinks, (4) 6' fume hoods (1) 4' fume hood, (1) steam hood, emergency eyewash/safety shower, VAC and CDA duplex skids with process piping and connections; other equipment, freezers and BSCs by Tenant.

**EXCLUDES:**

- IT Cabling
- Security Cabling/Card Readers
- Furniture
- Signage, other than code required
- Equipment and process piping except as specifically noted above

SCHEDULE 1 TO EXHIBIT B

1



SCHEDULE 1 TO EXHIBIT B

2

**EXHIBIT C**

**BRITANNIA SEAPORT CENTER**

**NOTICE OF LEASE TERM DATES**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Lease dated \_\_\_\_\_, 200 between \_\_\_\_\_, a \_\_\_\_\_ (“**Landlord**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Tenant**”) concerning Suite \_\_\_\_\_ on floor(s) \_\_\_\_\_ of the building located at **[INSERT BUILDING ADDRESS]**.

Gentlemen:

In accordance with the Lease (the “**Lease**”), we wish to advise you and/or confirm as follows:

1. The Lease Term shall commence on or has commenced on \_\_\_\_\_ for a term of \_\_\_\_\_ ending on \_\_\_\_\_.
2. Rent commenced to accrue on \_\_\_\_\_, in the amount of \_\_\_\_\_.
3. If the Rent Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.
4. Your rent checks should be made payable to \_\_\_\_\_ at \_\_\_\_\_.
5. The exact number of rentable/usable square feet within the Premises is \_\_\_\_\_ square feet.

**“Landlord”:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed to and Accepted as  
of \_\_\_\_\_, 200 .

**“Tenant”:**

\_\_\_\_\_  
A \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT C

**EXHIBIT D**

BRITANNIA SEAPORT CENTER

**RULES AND REGULATIONS**

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall bear the cost of any lock changes or repairs required by Tenant (provided that Landlord shall re-key the exterior locks in connection with the construction of the Tenant Improvements).

2. Intentionally Omitted.

3. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture (other than typical office furniture), freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. Intentionally Omitted.

6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building which can be seen from outside the Premises without the prior written consent of the Landlord. Tenant shall not disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.

8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have caused same.

9. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's prior written consent; provided, however, that Landlord's prior written consent shall not be required for the hanging of normal and customary office artwork and personal items. Tenant shall not purchase spring water, ice, towel, linen, maintenance or other like services from any person or persons not included on an approved list that Landlord shall provide to Tenant upon request.

10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

11. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline or other inflammable or combustible fluid, chemical, substance or material except to the extent permitted under the Lease.

12. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

13. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.

14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals, birds, aquariums. Tenant will be allowed to bring bicycles into the Premises, but shall not store them in any common areas except in areas designated by Landlord for such purpose.

15. No cooking shall be done or permitted on the Premises (unless Landlord's approval is obtained in advance), nor shall the Premises be used for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

16. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises.

17. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord commercially reasonable efforts to ensure the most effective operation of the Building's heating and air conditioning system.

20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Building is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

#### EXHIBIT D

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
22. Intentionally omitted.
23. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without the prior written consent of Landlord. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Building Common Areas.
24. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
25. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.
26. Tenant must comply with the State of California "**No-Smoking**" law set forth in California Labor Code Section 6404.5, and any local "No-Smoking" ordinance which may be in effect from time to time and which is not superseded by such State law.
27. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.
28. All non-standard office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise and annoyance.
29. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.
30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

#### EXHIBIT D

**EXHIBIT E**

**BRITANNIA SEAPORT CENTER**

**FORM OF TENANT'S ESTOPPEL CERTIFICATE**

The undersigned as Tenant under that certain Lease (the "**Lease**") made and entered into as of \_\_\_\_\_, 20 by and between \_\_\_\_\_ as Landlord, and the undersigned as Tenant, for Premises on the \_\_\_\_\_ floor(s) of the building located at **[INSERT BUILDING ADDRESSES]**, certifies as follows:

1. Attached hereto as **Exhibit A** is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in **Exhibit A** represent the entire agreement between the parties as to the Premises.
2. The undersigned currently occupies the Premises described in the Lease, the Lease Term commenced on \_\_\_\_\_, and the Lease Term expires on \_\_\_\_\_, and the undersigned has no option to terminate or cancel the Lease or to purchase all or any part of the Premises, the Building and/or the Project.
3. The Rent Commencement Date occurred on \_\_\_\_\_.
4. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in **Exhibit A**.
5. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:
6. Intentionally Omitted.
7. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through \_\_\_\_\_. The current monthly installment of Base Rent is \$\_\_\_\_\_.
8. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and to Tenant's knowledge Landlord is not in default thereunder. In addition, the undersigned has not delivered any notice to Landlord regarding a default by Landlord thereunder. No further rental concessions, allowances or brokerage commissions are due and owing under the Lease.
9. No rental has been paid more than thirty (30) days in advance and no security has been deposited with Landlord except as provided in the Lease.
10. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned's knowledge, claims or any basis for a claim, that the undersigned has against Landlord.
11. If Tenant is a corporation or partnership, Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.
12. There are no actions pending against the undersigned under the bankruptcy or similar laws of the United States or any state.
13. To the undersigned's knowledge, all tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full. All work (if any) in the common areas required by the Lease to be completed by Landlord has been completed and all parking spaces required by the Lease have been furnished and/or all parking ratios required by the Lease have been met.

EXHIBIT E



The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord or to a prospective mortgagee or prospective purchaser, and acknowledges that said prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in making the loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of making such loan or acquiring such property.

Executed at \_\_\_\_\_ on the     day of \_\_\_\_\_, 20\_\_.

**“Tenant”:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT F**

**BRITANNIA SEAPORT CENTER**

**[INTENTIONALLY OMITTED]**

1

**EXHIBIT G**

**BRITANNIA SEAPORT CENTER**

**ENVIRONMENTAL QUESTIONNAIRE**

**ENVIRONMENTAL QUESTIONNAIRE  
FOR COMMERCIAL AND INDUSTRIAL PROPERTIES**

**Property Name:**

**Property Address:**

**Instructions:** The following questionnaire is to be completed by the Lessee representative with knowledge of the planned operations for the specified building/location. Please print clearly and attach additional sheets as necessary.

**1.0 PROCESS INFORMATION**

Describe planned use, and include brief description of manufacturing processes employed.

**2.0 HAZARDOUS MATERIALS**

Are hazardous materials used or stored? If so, continue with the next question. If not, go to Section 3.0.

2.1 Are any of the following materials handled on the Property? Yes ☐ No ☐

(A material is handled if it is used, generated, processed, produced, packaged, treated, stored, emitted, discharged, or disposed.) If so, complete this section. If this question is not applicable, skip this section and go on to Section 5.0.

- |  |                                 |   |
|--|---------------------------------|---|
| <input type="radio"/> Explosives             | <input type="radio"/> Fuels     | <input type="radio"/> Oils                  |
| <input type="radio"/> Solvents               | <input type="radio"/> Oxidizers | <input type="radio"/> Organics/Inorganics   |
| <input type="radio"/> Acids                  | <input type="radio"/> Bases     | <input type="radio"/> Pesticides            |
| <input type="radio"/> Gases                  | <input type="radio"/> PCBs      | <input type="radio"/> Radioactive Materials |
| <input type="radio"/> Other (please specify) |                                 |   |

2-2. If any of the groups of materials checked in Section 2.1, please list the specific material(s), use(s), and quantity of each chemical used or stored on the site in the Table below. If convenient, you may substitute a chemical inventory and list the uses of each of the chemicals in each category separately.

Material	Physical State (Solid, Liquid, or Gas)	Usage	Container Size	Number of Containers	Total Quantity

SCHEDULE 1 TO EXHIBIT B

1

<u>Material</u>	<u>Physical State (Solid, Liquid, or Gas)</u>	<u>Usage</u>	<u>Container Size</u>	<u>Number of Containers</u>	<u>Total Quantity</u>

2-3. Describe the planned storage area location(s) for these materials. Please include site maps and drawings as appropriate.

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### 3.0 **HAZARDOUS WASTES**

Are hazardous wastes generated? Yes ☐ No ☐

If yes, continue with the next question. If not, skip this section and go to section 4.0.

3.1 Are any of the following wastes generated, handled, or disposed of (where applicable) on the Property?

- |  |  |
|--|--|
| <input type="radio"/> Hazardous wastes | <input type="radio"/> Industrial Wastewater  |
| <input type="radio"/> Waste oils       | <input type="radio"/> PCBs                   |
| <input type="radio"/> Air emissions    | <input type="radio"/> Sludges                |
| <input type="radio"/> Regulated Wastes | <input type="radio"/> Other (please specify) |

3-2. List and quantify the materials identified in Question 3-1 of this section.

<u>WASTE GENERATED</u>	<u>RCRA listed Waste?</u>	<u>SOURCE</u>	<u>APPROXIMATE MONTHLY QUANTITY</u>	<u>WASTE CHARACTERIZATION</u>	<u>DISPOSITION</u>

3-3. Please include name, location, and permit number (e.g. EPA ID No.) for transporter and disposal facility, if applicable). Attach separate pages as necessary.

<u>Transporter/Disposal Facility Name</u>	<u>Facility Location</u>	<u>Transporter (T) or Disposal (D) Facility</u>	<u>Permit Number</u>

3-4. Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment? Yes ☐ No ☐

3-5. If so, please describe.

#### 4.0 USTS/ASTS

4.1 Are underground storage tanks (USTs), aboveground storage tanks (ASTs), or associated pipelines used for the storage of petroleum products, chemicals, or liquid wastes present on site (lease renewals) or required for planned operations (new tenants)? Yes \_\_\_\_ No \_\_\_\_

If not, continue with section 5.0. If yes, please describe capacity, contents, age, type of the USTs or ASTs, as well any associated leak detection/spill prevention measures. Please attach additional pages if necessary.

Capacity	Contents	Year Installed	Type (Steel, Fiberglass, etc)	Associated Leak Detection / Spill Prevention Measures*

\*Note: The following are examples of leak detection / spill prevention measures:

Integrity testing	Inventory reconciliation	Leak detection system
Overfill spill protection	Secondary containment	Cathodic protection

4-2. Please provide copies of written tank integrity test results and/or monitoring documentation, if available.

4-3. Is the UST/AST registered and permitted with the appropriate regulatory agencies? Yes o No o  
If so, please attach a copy of the required permits.

4-4. If this Questionnaire is being completed for a lease renewal, and if any of the USTs/ASTs have leaked, please state the substance released, the media(s) impacted (e.g., soil, water, asphalt, etc.), the actions taken, and all remedial responses to the incident.

4-5. If this Questionnaire is being completed for a lease renewal, have USTs/ASTs been removed from the Property?

Yes o No o

If yes, please provide any official closure letters or reports and supporting documentation (e.g., analytical test results, remediation report results, etc.).

4-6. For Lease renewals, are there any above or below ground pipelines on site used to transfer chemicals or wastes?

Yes o No o

For new tenants, are installations of this type required for the planned operations?

Yes o No o

If yes to either question, please describe.

5.0 **ASBESTOS CONTAINING BUILDING MATERIALS**

Please be advised that an asbestos survey may have been performed at the Property. If provided, please review the information that identifies the locations of known asbestos containing material or presumed asbestos containing material. All personnel and appropriate subcontractors should be notified of the presence of these materials, and informed not to disturb these materials. Any activity that involves the disturbance or removal of these materials must be done by an appropriately trained individual/contractor.

6.0 **REGULATORY**

- 6-1. Does the operation have or require a National Pollutant Discharge Elimination System (NPDES) or equivalent permit?

Yes o No o

If so, please attach a copy of this permit.
- 6-2. Has a Hazardous Materials Business Plan been developed for the site?

Yes o No o

If so, please attach a copy.

**CERTIFICATION**

I am familiar with the real property described in this questionnaire. By signing below, I represent and warrant that the answers to the above questions are complete and accurate to the best of my knowledge. I also understand that Lessor will rely on the completeness and accuracy of my answers in assessing any environmental liability risks associated with the property.

Signature:

Name:

Title:

Date:

Telephone:

## ATRECA, INC.

**EXECUTIVE EMPLOYMENT AGREEMENT**  
**for**  
**John Orwin**

This Executive Employment Agreement (the “**Agreement**”), made between Atreca, Inc. (the “**Company**”) and John Orwin (the “**Executive**”) (collectively, the “**Parties**”), is effective as of March 21, 2018 (“**Effective Date**”).

**WHEREAS**, the Company desires for Executive to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for such services, as set forth in this Agreement; and

**WHEREAS**, Executive wishes to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits, as set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall serve as the Company’s President and Chief Executive Officer (“**CEO**”). During the term of Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company’s general employment policies.

**1.2 Duties and Location.** Executive shall perform such duties as are required by the Company’s Board of Directors (the “**Board**”), to whom Executive will report. Executive’s primary office location shall be the Company’s Redwood City office. The Company reserves the right to reasonably require Executive to perform Executive’s duties at places other than Executive’s primary office location from time to time, and to require reasonable business travel. The Company may modify Executive’s job title and duties as it deems necessary and appropriate in light of the Company’s needs and interests from time to time.

**1.3 Policies and Procedures.** The employment relationship between the Parties shall be governed by the general employment policies and practices of the Company, as adopted or modified from time to time in the Company’s discretion, except that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or practices, this Agreement shall control.

**2. Compensation.**

**2.1 Salary.** For services to be rendered hereunder, Executive shall receive a base salary at the rate of four hundred fifty thousand dollars (\$450,000) per year (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule. As an exempt salaried employee, Executive will be required to work the Company’s normal business hours, and such additional time as appropriate for Executive’s work assignments and position, and Executive will not be entitled to overtime compensation.

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2.2 **Bonus.** Executive will be eligible for an annual discretionary bonus of up to forty-five percent (45%) of Executive's Base Salary (the "**Annual Bonus**"), under the terms herein and the Company's written bonus plan applicable to Executives. Whether Executive receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined by the Board in its sole discretion based upon the Company's and Executive's achievement of objectives and milestones to be determined on an annual basis by the Board. Executive must remain an active employee through the end of any given calendar year in order to earn an Annual Bonus for that year and any such bonus will be paid prior to March 15 of the calendar year after the applicable bonus year. Executive will not be eligible for, and will not earn, any Annual Bonus (including a prorated bonus) if Executive's employment terminates for any reason before the end of the calendar year.

3. **Standard Company Benefits.** Executive shall be entitled to participate in all employee benefit programs for which Executive is eligible under the terms and conditions of the benefit plans and applicable policies that may be in effect from time to time and provided by the Company to its employees, including but not limited to: medical, dental and vision insurance; life insurance; short-term and long-term disability insurance; 401(k) plan; and the ability to take time off with pay within Executive's discretion pursuant to the Company's nonaccrual paid time off policy for exempt employees. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time.

4. **Expenses.** The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

5. **Equity.** Subject to approval by the Board (which will be sought promptly following Executive's joining the Company as its CEO), Executive shall be granted an option to purchase a number of shares representing 5.5% of the Company's Common Stock, calculated on a fully diluted, as-converted basis, as of immediately after the grant, with an exercise price equal to the fair market value as determined by the Board on the date of grant (the "**Option**"). The Option will be subject to a four (4)-year vesting period subject to Executive's continued employment with the Company, with twenty-five percent (25%) of the shares subject to the Option vesting on the one (1) year anniversary of Executive's employment, and the remaining shares subject to the Option vesting in thirty-six (36) equal monthly installments thereafter, in each case subject to Executive's continued employment through the applicable vesting dates. The Option shall be governed in all respects by the terms of the governing plan documents and option or stock purchase agreement between Executive and the Company. The Company also agrees that if before the Adjustment Date (as defined below) and prior to any Separation from Service (as defined below) Executive's ownership of Company capital stock (calculated on a fully diluted, as-converted basis) (the "**Executive Ownership Level**") drops below 4% (calculated on a fully diluted, as-converted basis) (the "**Equity Floor**"), then the Company shall grant Executive an additional stock option exercisable for such number of shares of the Company's capital stock as will result, immediately after such grant, in the Executive Ownership Level being equal to the Equity Floor. The "**Adjustment Date**" shall be the earliest of (x) the date upon which the Company consummates a Change of Control, (y) the date the Company consummates its first firmly underwritten public offering of its capital stock pursuant an effective registration statement, or (z) three (3) years after the Effective Date.

**6. Termination of Employment; Severance.**

**6.1 At-Will Employment.** Executive's employment relationship is at-will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice.

**6.2 Termination Without Cause; Resignation for Good Reason.**

(i) The Company may terminate Executive's employment with the Company at any time without Cause. Further, Executive may resign his employment at any time for Good Reason (as defined below).

(ii) In the event Executive's employment with the Company is terminated by the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case prior to the thirty (30)-day period prior to the closing of a Change of Control (as defined below) or more than twelve (12) months following the closing of a Change of Control, then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), then subject to Paragraph 7 ("Conditions to Receipt of Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting") and Executive's continued compliance with the terms of this Agreement (including the Confidentiality Agreement), the Company shall provide Executive with the following severance benefits:

(a) The Company shall pay Executive, as severance, the equivalent of one (1) year of Executive's Base Salary in effect as of the date of Executive's employment termination, subject to standard payroll deductions and withholdings (the "**Severance**"). The Severance will be paid in a lump sum on the sixtieth (60<sup>th</sup>) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 7) has become effective.

(b) Provided that Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums to continue Executive's coverage (including coverage for eligible dependents, if applicable) ("**COBRA Premiums**") through the period (the "**COBRA Premium Period**") starting on Executive's Separation from Service date and ending on the earliest to occur of: (i) twelve (12) months following Executive's Separation from Service date; (ii) the date Executive becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of Executive's employment termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether Executive elects COBRA continuation coverage and shall end on the earlier of (x) the date upon which Executive obtains other employment or (y) the last day of the twelfth (12<sup>th</sup>) calendar month following Executive's Separation from Service date (the "**Special Cash Payments**").



(iii) If the Company terminates Executive's employment with the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case within thirty (30) days prior to or twelve (12) months following the closing of a Change of Control, then in addition to the Severance and COBRA Premiums (or Special Cash Payments), the Company shall accelerate the vesting of all outstanding unvested equity awards granted to Executive, including but not limited to the Option, such that one hundred percent (100%) of such equity awards shall be deemed immediately vested and exercisable (if applicable) as of Executive's last day of employment (the "**Change of Control Accelerated Vesting**").

(iv) If Executive's employment with the Company terminates as a result of Executive's death or disability, the Company shall accelerate the vesting of fifty percent (50%) of the outstanding then-unvested equity awards granted to Executive, including but not limited to the Option, as of Executive's last day of employment (the "**Unforeseen Events Accelerated Vesting**," and either the Change of Control Accelerated Vesting or the Unforeseen Events Acceleration, the "**Accelerated Vesting**"), it being acknowledged and agreed that, other than the Unforeseen Events Accelerated Vesting, Executive shall not be entitled to any Severance, COBRA Premiums (or Special Cash Payments) if Executive's employment with the Company terminates as a result of Executive's death or disability.

### **6.3 Termination for Cause; Resignation Without Good Reason; Death or Disability.**

(i) The Company may terminate Executive's employment with the Company at any time for Cause. Further, Executive may resign his employment at any time without Good Reason. Executive's employment with the Company may also be terminated due to Executive's death or disability.

(ii) If Executive resigns his employment without Good Reason, or the Company terminates Executive's employment for Cause, or if Executive's employment terminates as a result of Executive's death or disability, then except as set forth as to Unforeseen Events Acceleration above, (a) Executive will no longer vest in the Stock Awards or any other equity awards, (b) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to any severance benefits, including (without limitation) the Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting. In addition, Executive shall resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

7. **Conditions to Receipt of Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting.** The receipt of the Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company within sixty (60) days following the date of Executive's Separation from Service (the "**Separation Agreement**"). No Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting will be paid or provided until the Separation Agreement becomes effective. Executive shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

8. **Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") (Section 409A, together with any state law of similar effect, "**Section 409A**") provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six (6)-month period measured from the date of Executive's Separation from Service with the Company, (ii) the date of Executive's death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred. If any of the severance benefits set forth herein are not covered by one or more exemptions from the application of Section 409A and the Separation Agreement could become effective in the calendar year following the calendar year in which Executive has a Separation from Service, the Separation Agreement will not be deemed effective any earlier than the Effective Date set forth in such Separation Agreement. The severance benefits set forth herein are intended to qualify for an exemption from application of Section 409A or comply with its requirements to the extent necessary to avoid adverse personal tax consequences under Section 409A, and any ambiguities herein shall be interpreted accordingly. Notwithstanding anything to the contrary herein, to the extent required to comply with Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A. With respect to reimbursements or in-kind benefits provided to Executive hereunder (or otherwise) that are not exempt from Section 409A, the following rules shall apply: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any one of Executive's taxable years shall not affect the expenses eligible for reimbursement, or in-kind benefit to be provided in any other taxable year, (ii) in the case of any reimbursements of eligible expenses, reimbursement shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense was incurred, (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

## 9. Section 280G; Parachute Payments.

**9.1** If any payment or benefit Executive will or may receive from the Company or otherwise (a “**280G Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then any such 280G Payment provided pursuant to this Agreement (a “**Payment**”) shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive’s receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “**Reduction Method**”) that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “**Pro Rata Reduction Method**”).

**9.2** Notwithstanding any provision of Section 9.1 above to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

**9.3**

Unless Executive and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the change in control transaction, the Company shall appoint a nationally recognized accounting or law firm to make the determinations required by this Section 9 (“**Section 280G; Parachute Payments**”). The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within fifteen (15) calendar days after the date on which Executive’s right to a 280G Payment becomes reasonably likely to occur (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

**9.4**

If Executive receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 9.1 and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Executive agrees to promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 9.1) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) of Section 9.1, Executive shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

**10. Definitions.****(i)**

**Cause.** For purposes of this Agreement, “**Cause**” for termination will mean: (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against the Company; (c) material breach of Executive’s duties to the Company; (d) intentional damage to any property of the Company; (e) misconduct, or other violation of Company policy that causes harm; (f) breach of any written agreement with the Company; and (g) conduct by Executive which in the good faith and reasonable determination of the Board demonstrates gross unfitness to serve.

**(ii)**

**Change of Control.** For purposes of this Agreement, “**Change of Control**” shall mean either an “Asset Transfer” of “Acquisition,” as those terms are defined in the Company’s Amended and Restated Certificate of Incorporation as in effect on the applicable date of the Change of Control.

(iii) **Good Reason.** For purposes of this Agreement, Executive shall have “**Good Reason**” for resignation from employment with the Company if any of the following actions are taken by the Company without Executive’s prior written consent: (a) a material reduction in Executive’s Base Salary, which the parties agree is a reduction of at least ten percent (10%) of Executive’s Base Salary (unless pursuant to a salary reduction program applicable generally to the Company’s similarly situated employees); (b) a material reduction in Executive’s duties (including responsibilities and/or authorities), *provided, however*, that, solely following a Change of Control, a change in job position (including a change in title) shall not be deemed a “material reduction” in and of itself unless Executive’s new duties are materially reduced from the prior duties; or (c) relocation of Executive’s principal place of employment to a place that increases Executive’s one-way commute by more than fifty (50) miles as compared to Executive’s then-current principal place of employment immediately prior to such relocation. In order to resign his employment for Good Reason, Executive must provide written notice to the Company’s Board within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive’s resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than ninety (90) days after the expiration of the cure period. Notwithstanding anything to the contrary in this Agreement, the Company and Executive agree that the duties and responsibilities of a chief executive officer of a subsidiary or division or other business unit of an acquirer constitute a material reduction and diminution in Executive’s duties as compared to the CEO position contemplated by this Agreement..

## **11. Proprietary Information Obligations.**

**11.1 Confidential Information Agreement.** As a condition of employment, Executive shall execute and abide by the Company’s standard form of Employee Confidential Information and Inventions Assignment Agreement (the “**Confidentiality Agreement**”).

**11.2 Third-Party Agreements and Information.** Executive represents and warrants that Executive’s employment by the Company does not conflict with any prior employment or consulting agreement or other agreement with any third party, and that Executive will perform Executive’s duties to the Company without violating any such agreement. Executive represents and warrants that Executive does not possess confidential information arising out of prior employment, consulting, or other third party relationships, that would be used in connection with Executive’s employment by the Company, except as expressly authorized by that third party. During Executive’s employment by the Company, Executive will use in the performance of Executive’s duties only information which is generally known and used by persons with training and experience comparable to Executive’s own, common knowledge in the industry, otherwise legally in the public domain, or obtained or developed by the Company or by Executive in the course of Executive’s work for the Company.

## **12. Outside Activities During Employment.**

**12.1 Non-Company Business.** Except with the prior written consent of the CEO, Executive will not during the term of Executive’s employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of Executive’s duties hereunder.

**12.2 No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

**13. Dispute Resolution.** To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or in equity, arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, including but not limited to statutory claims, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 and to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in San Francisco, California, conducted by JAMS, Inc. ("JAMS") under the then applicable JAMS rules and procedures for employment disputes (**available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>**). **By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** The Company acknowledges that Executive will have the right to be represented by legal counsel at any arbitration proceeding. In addition, all claims, disputes, or causes of action under this Paragraph, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. This paragraph shall not apply to an action or claim brought in court pursuant to the California Private Attorneys General Act of 2004, as amended. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS' arbitration fees in excess of the amount of court fees that would be required of Executive if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

#### 14. General Provisions.

**14.1 Notices.** Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location and to Executive at the address as listed on the Company payroll.

**14.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**14.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**14.4 Complete Agreement.** This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**14.5 Counterparts.** This Agreement may be executed and delivered in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement, and delivery via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**14.6 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**14.7 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his duties hereunder and he may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**14.8 Tax Withholding and Indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**14.9 Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first written above.

**ATRECA, INC.**

By: /s/ Brian Atwood  
**Brian Atwood**  
**Chairman — Board of Directors**

**EXECUTIVE**

/s/ John Orwin  
**John Orwin**



ATRECA, INC.  
AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT  
for  
Tito Serafini

This Amended and Restated Executive Employment Agreement (the “**Agreement**”), made between Atreca, Inc. (the “**Company**”) and Tito Serafini (the “**Executive**”) (collectively, the “**Parties**”), is effective as of date all parties have signed this Agreement (the “**Effective Date**”).

**WHEREAS**, Executive and the Company previously entered into that certain Executive Employment Agreement, dated May 10, 2016 (the “**Employment Agreement**”), which has governed the terms and conditions of Executive’s employment with the Company to date;

**WHEREAS**, the Company desires for Executive to continue to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for such services, as set forth in this Agreement;

**WHEREAS**, the Company and Executive acknowledge that Executive has served as Chief Strategy Officer since on or around April 16, 2018, and Executive represents that he is not aware of any events or actions that have occurred since such date that would give rise to his resignation of employment for Good Reason (as defined and set forth below) as of the date he is executing this Agreement; and

**WHEREAS**, Executive wishes to continue to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits, as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Employment Agreement is amended, restated and superseded hereby, of no further force or effect and further now agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall serve as the Company’s Chief Strategy Officer. During the term of Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company’s general employment policies. Executive will be able to review and approve (which approval will not be unreasonably withheld, conditioned or delayed), in advance, internal or external Company announcements related to Executive becoming the Chief Strategy Officer pursuant to this Agreement.

**1.2**

**Duties and Location.** As Chief Strategy Officer Executive shall be directly responsible for oversight regarding research, preclinical development, technology, and intellectual property (provided that if the Company engages or hires in-house counsel, such person or department will have direct oversight over intellectual property matters, with input from Executive, which such occurrence will not constitute “Good Reason” as defined below), have key involvement in certain outward-facing activities, such as with respect to fundraising and business development, and perform such other duties of at least equivalent level as are required by the Company’s Chief Executive Officer, to whom Executive will report. Executive’s primary office location shall be the Company’s Redwood City office. The Company reserves the right to reasonably require Executive to perform Executive’s duties at places other than Executive’s primary office location from time to time, and to require reasonable business travel. The Company may modify Executive’s job title and duties as it deems necessary and appropriate in light of the Company’s needs and interests from time to time, subject to Section 6.2.

**1.3**

**Board Position.** Executive will continue to serve on the Board as a director elected by the holders of the Company’s Common Stock, subject to the provisions of the Company’s Amended and Restated Certificate of Incorporation, the Company’s Amended and Restated Voting Agreement and this Agreement, each as may be amended and/or restated from time to time.

**1.4**

**Policies and Procedures.** The employment relationship between the Parties shall continue to be governed by the general employment policies and practices of the Company, as adopted or modified from time to time in the Company’s discretion, except that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or practices, this Agreement shall control.

**2. Compensation.**

**2.1**

**Salary.** For services to be rendered hereunder, Executive shall receive a base salary at the rate of \$413,170 per year (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule. As an exempt salaried employee, Executive will be required to work the Company’s normal business hours, and such additional time as appropriate for Executive’s work assignments and position, and Executive will not be entitled to overtime compensation.

**2.2**

**Bonus.** Executive will be eligible for an annual discretionary bonus of up to forty percent (40%) of Executive’s Base Salary (the “**Annual Bonus**”), pursuant to the terms and conditions of a written bonus plan, if implemented by the Company. Whether Executive receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined by the Company’s Board of Directors (the “**Board**”) in its sole discretion based upon the Company’s and Executive’s achievement of objectives and milestones to be determined on an annual basis by the Board. Executive must remain an active employee through the end of any given calendar year in order to earn an Annual Bonus for that year and any such bonus will be paid prior to March 15 of the calendar year after the applicable bonus year. Executive will not be eligible for, and will not earn, any Annual Bonus (including a prorated bonus) if Executive’s employment terminates for any reason before the end of the calendar year.

3. **Standard Company Benefits.** Executive shall continue to be entitled to participate in all employee benefit programs for which Executive is eligible under the terms and conditions of the benefit plans and applicable policies that may be in effect from time to time and provided by the Company to its employees, including but not limited to: medical, dental and vision insurance; life insurance; short-term and long-term disability insurance; 401(k) plan; and the ability to take time off with pay within Executive's discretion pursuant to the Company's nonaccrual paid time off policy for exempt employees. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time.

4. **Expenses.** The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

5. **Equity.** (a) Any and all Stock Awards granted to Executive will continue to be governed by the terms of the applicable stock option and equity incentive award plans or agreements and grant notices. For purposes of this Agreement, "**Stock Awards**" shall mean all stock options, restricted stock and restricted stock units and such other equity awards granted pursuant to the Company's stock option and equity incentive award plans or agreements and any shares of stock issued upon exercise thereof. In addition, as a new Stock Award, the Company has granted Executive (by electronic unanimous written consent effective April 28, 2018) an option to purchase an additional 600,000 shares of the Company's common stock, with an exercise price equal to the fair market value as determined by the Board on the date of the grant (the "**New Option**"), which vests as follows: 150,000 shares subject to the New Option were vested and exercisable as of the date of grant and the remaining 450,000 shares subject to the New Option shall vest 1/48th per month as measured from April 16, 2018, until such shares are fully vested or Executive's employment ends, whichever occurs first. The New Option shall be governed in all respects by the terms of the governing plan documents and option or stock purchase agreement between Executive and the Company. (b) The Company also agrees that if before the Adjustment Date (as defined below) and prior to any Separation from Service (as defined below) Executive's ownership of Company capital stock (calculated on a fully diluted, as-converted basis) (the "**Executive Ownership Level**") drops below 3.4% (calculated on a fully diluted, as-converted basis) (the "**Equity Floor**"), then the Company shall grant Executive an additional stock option (the "**Make-up Option**") exercisable for such number of shares of the Company's capital stock as will result, immediately after such grant, in the Executive Ownership Level being equal to the Equity Floor. The "**Adjustment Date**" shall be the earliest of (x) the date upon which the Company consummates a Change of Control (as defined below), (y) the date the Company consummates its first firmly underwritten public offering of its capital stock pursuant an effective registration statement, or (z) three (3) years after the Effective Date.

**6. Termination of Employment; Severance.**

**6.1 At-Will Employment.** Executive's employment relationship is at will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice.

**6.2 Termination Without Cause; Resignation for Good Reason.**

(i) The Company may terminate Executive's employment with the Company at any time without Cause. Further, Executive may resign his employment at any time for Good Reason (as defined below).

(ii) In the event Executive's employment with the Company is terminated by the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case (1) prior to the sixty (60)-day period prior to the closing of a Change of Control or more than twelve (12) months following the closing of a Change of Control, or (2) after the date that is twelve (12) months after the date that John Orwin commenced employment as the Company's new Chief Executive Officer (which was April 16, 2018), then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), and provided that Executive remains in compliance with the terms of this Agreement, the Company shall provide Executive with the following severance benefits:

(a) The Company shall pay Executive, as severance, the equivalent of nine (9) months of Executive's Base Salary in effect as of the date of Executive's employment termination, subject to standard payroll deductions and withholdings, paid in a lump sum on the sixtieth (60<sup>th</sup>) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 7) has become effective.

(b) Provided that Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums to continue Executive's coverage (including coverage for eligible dependents, if applicable) ("**COBRA Premiums**") through the period starting on Executive's Separation from Service date and ending on the earliest to occur of: (i) nine (9) months following Executive's Separation from Service date; (ii) the date Executive becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the time that the Company otherwise would have paid the COBRA Premiums under this paragraph, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of Executive's employment termination (which amount shall be based on the premium for the first month of COBRA coverage) (the "**Special Cash Payments**"), which payments shall be made on the last day of each month regardless of whether Executive elects COBRA continuation coverage and shall end on the earlier of (x) the date upon which Executive obtains other employment or (y) the last day of the ninth (9th) calendar month following Executive's Separation from Service date.

(iii) If the Company terminates Executive's employment with the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case within sixty (60) days prior to or twelve (12) months following the closing of a Change of Control, then in addition to any cash severance and COBRA Premiums (or Special Cash Payments) owed, the Company shall accelerate the vesting of all outstanding unvested equity awards granted to Executive, including but not limited to the Stock Awards, such that one hundred percent (100%) of such equity awards shall be deemed immediately vested and exercisable (if applicable) as of Executive's last day of employment (the "**Accelerated Vesting**").

(iv) In the event Executive's employment with the Company is terminated by the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case within twelve (12) months after the date that John Orwin commenced employment as the Company's new Chief Executive Officer, then provided such termination constitutes a Separation from Service, and provided that Executive remains in compliance with the terms of this Agreement, the Company shall provide Executive with the following as severance benefits:

(a) The Company shall pay Executive, as severance, the equivalent of fifteen (15) months of Executive's Base Salary in effect as of the date of Executive's employment termination, subject to standard payroll deductions and withholdings, paid in a lump sum on the sixtieth (60<sup>th</sup>) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 7) has become effective.

(b) Provided that Executive timely elects continued coverage under COBRA, the Company shall pay the COBRA Premiums through the period starting on Executive's Separation from Service date and ending on the earliest to occur of: (i) fifteen (15) months following Executive's Separation from Service date; (ii) the date Executive becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the time that the Company otherwise would have paid the COBRA Premiums under this paragraph, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to Executive the Special Cash Payments, which payments shall be made on the last day of each month regardless of whether Executive elects COBRA continuation coverage and shall end on the earlier of (x) the date upon which Executive obtains other employment or (y) the last day of the fifteenth (15th) calendar month following Executive's Separation from Service date.

(c) The Company shall provide Executive with the Accelerated Vesting, but solely as to any equity held by Executive prior to April 1, 2018 and excluding, for the avoidance of doubt, the New Option and the Make-Up Option (if granted); *provided, however*, that if such employment termination under this Section 6.2(iv) is a termination by the Company without Cause or a resignation by Executive without Good Reason, then the Company shall also accelerate the vesting of the New Option and the Make- Up Option (if granted) such that an additional twenty-five percent (25%) of such option(s) shall be deemed immediately vested and exercisable as of Executive's last day of employment.

(v) For the avoidance of doubt, under no circumstance will Executive be entitled to severance benefits under both Section 6.2(ii) and 6.2(iv) herein.

### **6.3 Termination for Cause; Resignation Without Good Reason; Death or Disability.**

(i) The Company may terminate Executive's employment with the Company at any time for Cause. Further, Executive may resign his employment at any time without Good Reason. Executive's employment with the Company may also be terminated due to Executive's death or disability.

(ii) If Executive resigns his employment without Good Reason, or the Company terminates Executive's employment for Cause, or if Executive's employment terminates as a result of Executive's death or disability, then as of the applicable employment termination date, (a) Executive will no longer vest in the Stock Awards or any other equity awards, (b) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to any severance benefits, including (without limitation) any cash severance, COBRA Premiums, Special Cash Payments, Accelerated Vesting or other acceleration of vesting. In addition, Executive shall resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination; provided, however, that if Executive resigns without Good Reason, he will resign as a director and/or advisor only if requested to do so by vote of a majority of the other members of the Board.

7. **Conditions to Receipt of Cash Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting.** The receipt of any cash severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting will be subject to Executive signing and not revoking a separation agreement and mutual release of claims in substantially the form attached hereto as Exhibit A within sixty (60) days following the date of Executive's Separation from Service (the "**Separation Agreement**"), as countersigned by the Company. No cash severance, COBRA Premiums, Special Cash Payments, Accelerated Vesting or other acceleration of vesting will be paid or provided until the Separation Agreement becomes effective. As of the date the Separation Agreement becomes effective, unless otherwise agreed between the Parties, Executive shall also resign from all other positions and terminate any relationships not then-terminated as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on such Separation Agreement effective date.

8. **Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**") provided under Treasury Regulations 1.409A-1(b)(4), 1.409A- 1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred, compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six (6)-month period measured from the date of Executive's Separation from Service with the Company, (ii) the date of Executive's death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred. The Company and Executive agree that they will execute any and all amendments to this Agreement as may be necessary to ensure compliance with the distribution provisions of Section 409A in an effort to avoid or minimize, to the extent allowable by law, the tax (and any interest or penalties thereon) associated with Section 409A. If it is determined that a payment under this Agreement was (or may be) made in violation of Section 409A, the Company will cooperate reasonably with any effort by Executive to mitigate the tax consequences of such violation, including cooperation with Executive's participation in any IRS voluntary compliance program or other correction procedure under Section 409A that may be available to Executive.

9. **Parachute Payments.** If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change of Control from the Company or otherwise (“**Transaction Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “**Code**”) and (ii) but for this Paragraph, would be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to Executive, which of the following two alternative forms of payment would result in Executive’s receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a “**Full Payment**”), or (2) payment of only a part of the Transaction Payment so that Executive receives the largest payment possible without the imposition of the Excise Tax (a “**Reduced Payment**”). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (x) Executive shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to Executive as determined in this paragraph. If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata. Unless Executive and the Company otherwise agree in writing, any determination required under this Paragraph shall be made in writing by the Company’s independent public accountants (the “**Accountants**”), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Paragraph, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Executive and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Paragraph. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Paragraph as well as any costs incurred by Executive with the Accountants for tax planning under Sections 280G and 4999 of the Code. If deemed necessary by the Company to avoid any potential imposition of the adverse tax results provided for by Sections 280G and 4999 of the Code, then as a further condition to payment of any portion of a Transaction Payment, the Company may require Executive to submit the Transaction Payment and any other compensatory payment or benefit from any source that the Company reasonably determines may constitute an “excess parachute payment” (as defined in Section 280G(b)(1) of the Code) for approval by the Company’s stockholders prior to the consummation of the Change of Control in the manner required by the terms of Section 280G(b)(5)(B) of the Code, so that no payments will be deemed to constitute a “parachute payment” subject to the excise taxes under Sections 280G and 4999 of the Code.

10. **Definitions.**

(i) **Cause.** For purposes of this Agreement, “**Cause**” for termination will mean any of the following conditions which is not cured, if curable, by Executive within thirty (30) days after receipt of written notice from the Company specifying the claimed grounds for Cause: (a) commission of any felony or crime involving dishonesty; (b) willful participation in any fraud against the Company; (c) willful breach of Executive’s material duties to the Company; (d) willful and material damage to any property of the Company; (e) willful misconduct or other violation of Company policy that causes material harm to the Company; (f) willful and material breach of any written agreement with the Company; and (g) willful conduct by Executive which in the good faith and reasonable determination of the Board demonstrates gross unfitness to serve.



(ii) **Change of Control.** For purposes of this Agreement, “**Change of Control**” shall mean either an “Asset Transfer” or “Acquisition,” as those terms are defined in the Company’s Amended and Restated Certificate of Incorporation as in effect on the applicable date of the Change of Control.

(iii) **Good Reason.** For purposes of this Agreement, Executive shall have “**Good Reason**” for resignation from employment with the Company if any of the following actions are taken by the Company without Executive’s prior written consent: (a) a material reduction in Executive’s Base Salary, which the parties agree is a reduction of at least ten percent (10%) of Executive’s Base Salary (unless pursuant to a salary reduction program applicable generally to the Company’s similarly situated employees); (b) a material reduction in Executive’s duties (including responsibilities and/or authorities), provided, however, that a change in job position (including a change in title) shall not be deemed a “material reduction” in and of itself unless Executive’s new duties are materially reduced from the prior duties; (c) a material breach by the Company of any written agreement between Executive and the Company; or (d) relocation of Executive’s principal place of employment to a place that increases Executive’s one-way commute by more than fifty (50) miles as compared to Executive’s then-current principal place of employment immediately prior to such relocation. In order to resign his employment for Good Reason, Executive must provide written notice to the Company’s CEO within forty-five (45) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive’s resignation, allow the Company at least forty-five (45) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than ninety (90) days after the expiration of the cure period.

(iv) **Willful.** For purposes of this Agreement, no act or failure to act on Executive’s part shall be considered “willful” unless it is done, or omitted to be done, by Executive intentionally, in bad faith or without reasonable belief that the action or omission was in the best interests of the Company.

#### 11. **Proprietary Information Obligations.**

**11.1** Confidential Information Agreement. In or around August 3, 2011, Executive and the Company entered into that certain Employee Confidential Information and Inventions Assignment Agreement (the “**Confidentiality Agreement**”), which remains in full force and effect.

**11.2 Third-Party Agreements and Information.** Executive represents and warrants that Executive's employment by the Company does not conflict with any prior employment or consulting agreement or other agreement with any third party, and that Executive will perform Executive's duties to the Company without violating any such agreement. Executive represents and warrants that Executive does not possess confidential information arising out of prior employment, consulting, or other third party relationships, that would be used in connection with Executive's employment by the Company, except as expressly authorized by that third party. During Executive's employment by the Company, Executive will use in the performance of Executive's duties only information which is generally known and used by persons with training and experience comparable to Executive's own, common knowledge in the industry, otherwise legally in the public domain, or obtained or developed by the Company or by Executive in the course of Executive's work for the Company.

## **12. Outside Activities During Employment.**

**12.1 Non-Company Business.** Except with the prior written consent of the CEO, Executive will not during the term of Executive's employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of Executive's duties hereunder.

**12.2 No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

**13. Dispute Resolution.** To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, including but not limited to statutory claims, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 and to the fullest extent permitted by law by final, binding and confidential arbitration, by a single neutral arbitrator mutually agreed upon by the parties (or if the parties are unable to agree, then an arbitrator shall be selected pursuant to the JAMS rules), in San Francisco, California, conducted by JAMS, Inc. ("JAMS") under the then applicable JAMS rules (which can be found at the following web address: <http://www.jamsadr.com/rules-employment-arbitration/>). **By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** The Company acknowledges that Executive will have the right to be represented by legal counsel at any arbitration proceeding. In addition, all claims, disputes, or causes of action under this Paragraph, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. This paragraph shall not apply to an action or claim brought in court pursuant to the California Private Attorneys General Act of 2004, as amended. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS' arbitration fees in excess of the amount of court fees that would be required of Executive if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction. To the extent that this Dispute Resolution provision conflicts with a different dispute resolution provision between Executive and a professional employment organization (including without limitation TriNet) with respect to Executive's employment with the Company, this Dispute Resolution provision will govern any disputes between Executive and the Company, as set forth herein.

**14. General Provisions.**

**14.1 Notices.** Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location and to Executive at the address as listed on the Company payroll.

**14.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**14.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**14.4 Indemnification.** The Company agrees that in connection with Executive's employment as Chief Strategy Officer, and in his capacity as a director, Executive shall be indemnified and held harmless by the Company for any and all claims, costs, or expenses, including legal fees and advancement of expenses, except in the case of willful, reckless or grossly negligent misconduct, for any activity in any suit brought against Executive or the Company for actions undertaken by Executive on behalf of the Company to the maximum extent provided by the Company's Bylaws.

**14.5 Complete Agreement.** This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations (including without limitation the Employment Agreement, pursuant to which Executive acknowledges and agrees that he is not entitled to any severance benefits in connection with entering into this Agreement, and any other employment terms, offer letter or employment agreement Executive may have entered into or discussed with the Company). This Agreement cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**14.6 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement, and facsimile and electronic signatures shall be equivalent to original signatures.

**14.7 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**14.8 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his duties hereunder and he may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**14.9 Tax Withholding and indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**14.10 Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California without regard to the conflict of law rules thereof.

[Signature Page Follows]

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**IN WITNESS WHEREOF,** the Parties have executed this Amended and Restated Executive Employment Agreement on the dates below and having the Effective Date set forth above.

**ATRECA, INC.**

By:

/s/ John Orwin

John Orwin

Chief Executive Officer

Date: June 26, 2018

**EXECUTIVE**

/s/ Tito A. Serafini

Tito A. Serafini, Ph.D

Date: June 26, 2018

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## EXHIBIT A

### FORM OF SEPARATION AGREEMENT

In exchange for the severance benefits to be provided to me, Tito Serafini, by Atreca, Inc. (the “**Company**”) pursuant to my Amended Executive Employment Agreement with the Company (the “**Employment Agreement**”), and the Company’s agreement therein and herein, I hereby provide the following release under this Form of Separation Agreement (the “**Release**”).

I hereby generally and completely release the Company and its parents, subsidiaries, successors, predecessors, and affiliates, and each of their respective current and former directors, officers, employees, stockholders, shareholders, agents, attorneys, insurers, and assigns, from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date I sign this Release. This general release includes, but is not limited to: (a) all claims arising out of or in any way related to my employment or the termination of that employment; (b) all claims related to my compensation or benefits, including salary, bonuses, commissions, vacation pay, paid time off, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests; (c) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (d) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (e) all federal, state, provincial and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys’ fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990 (as amended), the federal Employee Retirement Income Security Act of 1974 (as amended), and the California Fair Employment and Housing Act (as amended).

Notwithstanding the foregoing, I understand that the following claims are not included in my release: (a) any rights or claims for indemnification I may have pursuant to any written indemnification agreement; the charter, bylaws, or operating agreements of the Company; or under applicable law; (b) any rights that I may have to insurance coverage under any directors or officers liability insurance, other insurance policies of Employer, COBRA or any similar state law; (c) any claims for workers’ compensation, state disability or unemployment insurance benefits; (d) any continuing rights I may have after the date I sign this Release as a shareholder of the Company; (e) any rights which cannot be waived as a matter of law; (f) rights to any vested benefits or other vested compensation; or (g) any claims arising after the date I sign this Release. In addition, I understand that nothing in this Release prevents me from filing, cooperating with, or participating in any proceeding before any federal, state or other government agency, except that I acknowledge and agree and hereby waive my right to any monetary benefits in connection with any such claim, charge or proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or any analogous federal, state or other government agency.

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the federal Age Discrimination in Employment Act (as amended) (“**ADEA**”), and that the consideration for the waiver and release in the preceding paragraph hereof is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that: (a) my waiver and release do not apply to any rights or claims that may arise after the date I sign this Release; (b) I should consult with an attorney prior to signing this Release (although I may choose voluntarily not do so); (c) I have 21 days to consider this Release (although I may choose voluntarily to sign this Release earlier); (d) I have seven days following the date I sign this Release to revoke it by providing written notice to the Board of Directors; and (e) this Release will not be effective until the date upon which the revocation period has expired, which will be the eighth day after I sign this Release.

By signing this Release, the Company hereby releases me, and my respective agents, attorneys, representatives and assigns, from any and all claims, liabilities, or obligations of every kind and nature, whether they are known or unknown, arising out of, or in any way related to, events, acts, conduct, or omissions that occurred prior to or on the date the Company signs this Release; *provided, however*, that the Company's release herein shall not extend to claims arising from any of my contractual or statutory obligations to refrain from the use or disclosure of proprietary or trade secret information belonging to the Company; nor to any claims arising from my willful misconduct or breach of fiduciary or other duties owed to the Company that caused material injury to the Company.

I and the Company acknowledge having read and understood Section 1542 of the California Civil Code which reads as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."** I and the Company hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to our respective releases of any claims hereunder.

I hereby represent that I have been paid all compensation owed and for all hours worked; I have received all the leave and leave benefits and protections for which I am eligible pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise; and I have not suffered any on-the-job injury for which I have not already filed a workers' compensation claim. I further acknowledge that, other than the severance benefits that will be provided to me pursuant to the Employment Agreement upon the effectiveness of this release, among other required conditions, I have not earned and will not receive from the Company any additional compensation, severance, or benefits, with the exception of any vested right I may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account). By way of example, I acknowledge that I have not earned and am not owed any bonus, vacation, incentive compensation, severance, commissions or equity.

I further acknowledge my continuing obligations under my Employee Confidential Information and Inventions Assignment Agreement.

I hereby agree not to disparage the Company or any of its officers, directors, employees, shareholders, and agents, in any manner likely to be harmful to its or their business, business reputations or personal reputations; provided that I may respond accurately and fully to any question, inquiry or request for information when required by the legal process or in connection with a government investigation. In addition, nothing in this release is intended to prohibit or restrain me in any manner from making disclosures that are protected under the whistleblower provisions of federal law or regulation or under other applicable law or regulation.

I acknowledge that to become effective, I must sign and return this Release to the Company so that it is received not later than 21 days following the date it is provided to me, and not revoke it.

ATRECA, INC.

TITO SERAFINI, PH.D.

By: \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATRECA, INC.

**EXECUTIVE EMPLOYMENT AGREEMENT**  
**for**  
**Herb Cross**

This Executive Employment Agreement (the “**Agreement**”), made between Atreca, Inc. (the “**Company**”) and Herb Cross (the “**Executive**”) (collectively, the “**Parties**”), is effective as of February 1, 2019.

**WHEREAS**, the Company desires for Executive to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for such services, as set forth in this Agreement; and

**WHEREAS**, Executive wishes to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits, as set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall serve as the Company’s Chief Financial Officer. During the term of Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company’s general employment policies.

**1.2 Duties and Location.** Executive shall perform such duties as are required by the Company’s President & Chief Executive Officer, to whom Executive will report. Executive’s primary office location shall be the Company’s Redwood City office. The Company reserves the right to reasonably require Executive to perform Executive’s duties at places other than Executive’s primary office location from time to time, and to require reasonable business travel. The Company may modify Executive’s job title and duties as it deems necessary and appropriate in light of the Company’s needs and interests from time to time.

**1.3 Policies and Procedures.** The employment relationship between the Parties shall be governed by the general employment policies and practices of the Company, as adopted or modified from time to time in the Company’s discretion, except that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or practices, this Agreement shall control.



## 2. Compensation.

**2.1 Salary.** For services to be rendered hereunder, Executive shall receive a base salary at the rate of three hundred ninety thousand (\$390,000.00) per year (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule. As an exempt salaried employee, Executive will be required to work the Company’s normal business hours, and such additional time as appropriate for Executive’s work assignments and position, and Executive will not be entitled to overtime compensation.

**2.2 Bonus.** Executive will be eligible for an annual discretionary bonus of up to thirty-five percent (35%) of Executive’s Base Salary (the “**Annual Bonus**”), under the terms herein and in the Company’s written bonus plan applicable to executives. Whether Executive receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined by the Company’s Board of Directors (the “**Board**”) in its sole discretion based upon the Company’s and Executive’s achievement of objectives and milestones to be determined on an annual basis by the Board. Executive must remain an active employee through the end of any given calendar year in order to earn an Annual Bonus for that year and any such bonus will be paid prior to March 15 of the calendar year after the applicable bonus year. Executive will not be eligible for, and will not earn, any Annual Bonus (including a prorated bonus) if Executive’s employment terminates for any reason before the end of the calendar year.

**3. Standard Company Benefits.** Executive shall be entitled to participate in all employee benefit programs for which Executive is eligible under the terms and conditions of the benefit plans and applicable policies that may be in effect from time to time and provided by the Company to its employees. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time.

**4. Expenses.** The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive’s duties hereunder, in accordance with the Company’s expense reimbursement policy as in effect from time to time.

**5. Equity.** Subject to approval by the Board (which will be sought promptly following Executive’s joining the Company as its CFO), Executive shall be granted an option to purchase a number of shares representing 1% of the Company’s Common Stock calculated on a fully diluted, as-converted basis, as of immediately after the grant, with an exercise price equal to the fair market value as determined by the Board on the date of grant (the “**Option**”). The Option will be subject to a four (4)-year vesting period subject to Executive’s continued employment with the Company, with twenty-five percent (25%) of the shares subject to the Option vesting on the one (1) year anniversary of Executive’s employment, and the remaining shares subject to the Option vesting in thirty-six (36) equal monthly installments thereafter, in each case subject to Executive’s continued employment through the applicable vesting dates. The Option shall be governed in all respects by the terms of the governing plan documents and option or stock purchase agreement between Executive and the Company. The Company also agrees that if before the Adjustment Date (as defined below) and prior to any Separation from Service (as defined below) Executive’s ownership of Company capital stock (calculated on a fully diluted, as-converted basis) (the “**Executive Ownership Level**”) drops below 1% (calculated on a fully-diluted, as converted basis) (the “**Equity Floor**”), then the Company shall grant Executive an additional stock option exercisable for such number of shares of the Company’s capital stock as will result, immediately after such grant, in the Executive Ownership Level being equal to the Equity Floor. The “**Adjustment Date**” shall be the earliest of (x) the date upon which the Company consummates a Change of Control, (y) the date the Company consummates its first firmly underwritten public offering of its capital stock pursuant an effective registration statement, or (z) three (3) years after the Effective Date.

**6. Termination of Employment; Severance.**

**6.1 At-Will Employment.** Executive's employment relationship is at- will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice.

**6.2 Termination Without Cause; Resignation for Good Reason.**

(i) The Company may terminate Executive's employment with the Company at any time without Cause. Further, Executive may resign his employment at any time for Good Reason (as defined below).

(ii) In the event Executive's employment with the Company is terminated by the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case prior to the thirty (30)-day period prior to the closing of a Change of Control (as defined below) or more than twelve (12) months following the closing of a Change of Control, then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), then subject to Paragraph 7 ("Conditions to Receipt of Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting") and Executive's continued compliance with the terms of this Agreement (including the Confidentiality Agreement), the Company shall provide Executive with the following severance benefits:

(a) The Company shall pay Executive, as severance, the equivalent of six (6) months of Executive's Base Salary in effect as of the date of Executive's employment termination, subject to standard payroll deductions and withholdings (the "**Severance**"). The Severance will be paid in a lump sum on the sixtieth (60<sup>th</sup>) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 7) has become effective.

(b) Provided that Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums to continue Executive's coverage (including coverage for eligible dependents, if applicable) ("**COBRA Premiums**") through the period (the "**COBRA Premium Period**") starting on Executive's Separation from Service date and ending on the earliest to occur of: (i) six (6) months following Executive's Separation from Service date; (ii) the date Executive becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of Executive's employment termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether Executive elects COBRA continuation coverage and shall end on the earlier of (x) the date upon which Executive obtains other employment or (y) the last day of the sixth (6<sup>th</sup>) calendar month following Executive's Separation from Service date (the "**Special Cash Payments**").

(iii) If the Company terminates Executive's employment with the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case within thirty (30) days prior to or twelve (12) months following the closing of a Change of Control, then in addition to the Severance and COBRA Premiums (or Special Cash Payments), vesting of Executive's Option shall be accelerated such that 100% of the shares subject to the Option shall be deemed immediately vested, and exercisable, as of Executive's last day of employment (the "**Accelerated Vesting**").

### **6.3 Termination for Cause; Resignation Without Good Reason; Death or Disability.**

(i) The Company may terminate Executive's employment with the Company at any time for Cause. Further, Executive may resign his employment at any time without Good Reason. Executive's employment with the Company may also be terminated due to Executive's death or disability.

(ii) If Executive resigns his employment without Good Reason, or the Company terminates Executive's employment for Cause, or if Executive's employment terminates as a result of Executive's death or disability, then (a) Executive will no longer vest in any Option or any other equity awards, (b) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to any severance benefits, including (without limitation) the Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting. In addition, Executive shall resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

7. **Conditions to Receipt of Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting.** The receipt of the Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company within sixty (60) days following the date of Executive's Separation from Service (the "**Separation Agreement**"). No Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting will be paid or provided until the Separation Agreement becomes effective. Executive shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

8. **Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**") provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six (6)-month period measured from the date of Executive's Separation from Service with the Company, (ii) the date of Executive's death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

9. **Parachute Payments.** If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change of Control from the Company or otherwise ("**Transaction Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**") and (ii) but for this Paragraph, would be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to Executive, which of the following two alternative forms of payment would result in Executive's receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a "**Full Payment**"), or (2) payment of only a part of the Transaction Payment so that Executive receives the largest payment possible without the imposition of the Excise Tax (a "**Reduced Payment**"). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (x) Executive shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to Executive as determined in this paragraph. If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata. Unless Executive and the Company otherwise agree in writing, any determination required under this Paragraph shall be made in writing by the Company's independent public accountants (the "**Accountants**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Paragraph, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Executive and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Paragraph. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Paragraph as well as any costs incurred by Executive with the Accountants for tax planning under Sections 280G and 4999 of the Code.

## 10. Definitions.

(i) **Cause.** For purposes of this Agreement, “**Cause**” for termination will mean: (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against the Company; (c) material breach of Executive’s duties to the Company; (d) persistent unsatisfactory performance of job duties after written notice from the Board and a reasonable opportunity to cure (if deemed curable); (e) intentional damage to any property of the Company; (f) misconduct, or other violation of Company policy that causes harm; (g) breach of any written agreement with the Company; and (h) conduct by Executive which in the good faith and reasonable determination of the Board demonstrates gross unfitness to serve.

(ii) **Change of Control.** For purposes of this Agreement, “**Change of Control**” shall mean either an “Asset Transfer” or “Acquisition,” as those terms are defined in the Company’s Amended and Restated Certificate of Incorporation as in effect on the applicable date of the Change of Control.

(iii) **Good Reason.** For purposes of this Agreement, Executive shall have “**Good Reason**” for resignation from employment with the Company if any of the following actions are taken by the Company without Executive’s prior written consent: (a) a material reduction in Executive’s Base Salary, which the parties agree is a reduction of at least ten percent (10%) of Executive’s Base Salary (unless pursuant to a salary reduction program applicable generally to the Company’s similarly situated employees); (b) a material reduction in Executive’s duties (including responsibilities and/or authorities), *provided, however*, that a change in job position (including a change in title) shall not be deemed a “material reduction” in and of itself unless Executive’s new duties are materially reduced from the prior duties; or (c) relocation of Executive’s principal place of employment to a place that increases Executive’s one-way commute by more than fifty (50) miles as compared to Executive’s then-current principal place of employment immediately prior to such relocation. In order to resign his employment for Good Reason, Executive must provide written notice to the Company’s CEO within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive’s resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than ninety (90) days after the expiration of the cure period.

## 11. Proprietary Information Obligations.

**11.1 Confidential Information Agreement.** As a condition of employment, Executive shall execute and abide by the Company's standard form of Employee Confidential Information and Inventions Assignment Agreement (the "**Confidentiality Agreement**").

**11.2 Third-Party Agreements and Information.** Executive represents and warrants that Executive's employment by the Company does not conflict with any prior employment or consulting agreement or other agreement with any third party, and that Executive will perform Executive's duties to the Company without violating any such agreement. Executive represents and warrants that Executive does not possess confidential information arising out of prior employment, consulting, or other third party relationships, that would be used in connection with Executive's employment by the Company, except as expressly authorized by that third party. During Executive's employment by the Company, Executive will use in the performance of Executive's duties only information which is generally known and used by persons with training and experience comparable to Executive's own, common knowledge in the industry, otherwise legally in the public domain, or obtained or developed by the Company or by Executive in the course of Executive's work for the Company.

## 12. Outside Activities During Employment.

**12.1 Non-Company Business.** Except with the prior written consent of the CEO, Executive will not during the term of Executive's employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of Executive's duties hereunder.

**12.2 No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

**13. Dispute Resolution.** To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or in equity, arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, including but not limited to statutory claims, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 and to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in San Francisco, California, conducted by JAMS, Inc. ("**JAMS**") under the then applicable JAMS rules and procedures for employment disputes (available upon request and also currently available at <https://www.jamsadr.com/rules-employment-arbitration>). **By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** The Company acknowledges that Executive will have the right to be represented by legal counsel at any arbitration proceeding. In addition, all claims, disputes, or causes of action under this Paragraph, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. This paragraph shall not apply to an action or claim brought in court pursuant to the California Private Attorneys General Act of 2004, as amended. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS' arbitration fees in excess of the amount of court fees that would be required of Executive if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

**14. General Provisions.**

**14.1 Notices.** Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location and to Executive at the address as listed on the Company payroll.

**14.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**14.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**14.4 Complete Agreement.** This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**14.5 Counterparts.** This Agreement may be executed and delivered in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement, and delivery via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**14.6 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**14.7 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his duties hereunder and he may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**14.8 Tax Withholding and Indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**14.9 Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the day and year first written above.

**ATRECA, INC.**

By: /s/ John Orwin  
**John Orwin**  
**President & Chief Executive Officer**



## EXECUTIVE

/s/ Herb Cross

**Herb Cross**

## ATRECA, INC.

**EXECUTIVE EMPLOYMENT AGREEMENT**  
**for**  
**Norman Greenberg**

This Executive Employment Agreement (the “**Agreement**”), made between Atreca, Inc. (the “**Company**”) and Norman Greenberg (the “**Executive**”) (collectively, the “**Parties**”), is effective as of March 25, 2016.

**WHEREAS**, the Company desires for Executive to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for such services, as set forth in this Agreement; and

**WHEREAS**, Executive wishes to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits, as set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall serve as the Company’s Senior Vice President and Chief Scientific Officer. During the term of Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company’s general employment policies.

**1.2 Duties and Location.** Executive shall perform such duties as are required by the Company’s Chief Executive Officer (“**CEO**”), to whom Executive will report. Executive’s primary office location shall be the Company’s Redwood City office. The Company reserves the right to reasonably require Executive to perform Executive’s duties at places other than Executive’s primary office location from time to time, and to require reasonable business travel. The Company may modify Executive’s job title and duties as it deems necessary and appropriate in light of the Company’s needs and interests from time to time.

**1.3 Policies and Procedures.** The employment relationship between the Parties shall be governed by the general employment policies and practices of the Company, as adopted or modified from time to time in the Company’s discretion, except that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or practices, this Agreement shall control.

## 2. Compensation.

**2.1 Salary.** For services to be rendered hereunder, Executive shall receive a base salary at the rate of three hundred fifty thousand dollars (\$350,000) per year (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule. As an exempt salaried employee, Executive will be required to work the Company’s normal business hours, and such additional time as appropriate for Executive’s work assignments and position, and Executive will not be entitled to overtime compensation.

**2.2 Bonus.** Executive will be eligible for an annual discretionary bonus of up to thirty-five percent (35%) of Executive’s Base Salary (the “**Annual Bonus**”), when the Company’s Board approves a written bonus plan, pursuant to the terms and conditions of such plan. Whether Executive receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined by the Company’s Board of Directors (“**Board**”) in its sole discretion based upon the Company’s and Executive’s achievement of objectives and milestones to be determined on an annual basis by the Board. Executive must remain an active employee through the end of any given calendar year in order to earn an Annual Bonus for that year and any such bonus will be paid prior to March 15 of the calendar year after the applicable bonus year . Executive will not be eligible for, and will not earn, any Annual Bonus (including a prorated bonus) if Executive’s employment terminates for any reason before the end of the calendar year.

**3. Standard Company Benefits.** Executive shall be entitled to participate in all employee benefit programs for which Executive is eligible under the terms and conditions of the benefit plans and applicable policies that may be in effect from time to time and provided by the Company to its employees, including but not limited to: medical, dental and vision insurance; life insurance; short-term and long-term disability insurance; 401(k) plan; and the ability to take time off with pay within Executive’s discretion pursuant to the Company’s nonaccrual paid time off policy for exempt employees. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time.

**4. Expenses.** The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive’s duties hereunder, in accordance with the Company’s expense reimbursement policy as in effect from time to time.

**5. Equity.** Subject to approval by the Board, Executive shall be granted an option to purchase 733,211 shares of the Company’s Common Stock with an exercise price equal to the fair market value as determined by the Board on the date of grant (the “**Option**”). The Option will be subject to a four (4)-year vesting period subject to Executive’s continued employment with the Company, with twenty-five percent (25%) of the shares subject to the Option vesting on the one (1) year anniversary of Executive’s employment, and the remaining shares subject to the Option vesting in thirty-six (36) equal monthly installments thereafter, in each case subject to Executive’s continued employment through the applicable vesting dates. The Option shall be governed in all respects by the terms of the governing plan documents and option or stock purchase agreement between Executive and the Company.

6. **Sign-On Advance.** Executive will receive a sign-on advance in the amount of fifty thousand dollars (\$50,000), subject to standard payroll deductions and withholdings, payable within thirty (30) days after Executive's employment start date (the "**Sign-On Advance**"). The Sign-On Advance will be considered earned only if Executive successfully completes one (1) year of continuous employment with the Company. If within Executive's first year of employment with the Company: (a) Executive resigns his employment without Good Reason (as defined below), or (b) the Company terminates Executive's employment for Cause (as defined below), then Executive agrees to pay back the entire amount of the Sign-on Advance within ten (10) days after Executive's employment termination date.

7. **Relocation Benefits; Temporary Housing; Expense Reimbursement.** Executive will be required to relocate his residence to the San Francisco, CA Bay Area promptly following Executive's employment start date of May 1, 2016, and in any event by no later than August 31, 2017. Beginning June 1, 2016, Executive will be required to be present in the San Francisco, CA Bay Area at least 75% of each calendar month, until he relocates his residence to the San Francisco, CA Bay Area. The Company will reimburse Executive for reasonable expenditures incurred by Executive during the first twelve (12) months of Executive's employment with the Company for: (i) temporary housing (up to four thousand dollars (\$4,000) per month) and (ii) up to two (2) trips per month of travel between the San Francisco, CA Bay Area and his residence (up to one thousand three hundred dollars (\$1,300) per month) ("**Temporary Housing Benefit**"). Additionally, subject to Executive's obligation to repay the Company under the circumstances described below, the Company agrees to provide relocation assistance benefits to Executive as follows: the Company will reimburse Executive up to an aggregate amount not to exceed fifty thousand dollars (\$50,000) for (i) the packing, transportation, and unpacking of Executive's household goods, and (ii) standard seller closing costs on the sale of Executive's principal residence, provided that such expenses are (i) incurred not later than August 31, 2017, (ii) reasonably incurred by Executive and (iii) directly related to Executive's relocation. Travel expenses will be reimbursed consistent with the Company's travel reimbursement policies. Executive will be responsible for providing documentation to the Company to support relocation costs submitted for reimbursement and the reimbursement payments will be subject to withholding and reported as taxable income to Executive in accordance with applicable tax law; *provided that* the Company will provide tax "gross-up" assistance with respect to the portion of this relocation benefit that is taxable to Executive without a full corresponding deduction. Any such gross-up payment will not be subject to the fifty thousand dollar (\$50,000) limitation described above. If within Executive's first year of employment with the Company: (a) Executive resigns his employment without Good Reason, or (b) the Company terminates Executive's employment for Cause, then Executive agrees to pay back the aggregate amount of the relocation benefits paid to Executive or reimbursed by the Company hereunder, excluding tax "gross-up" payments (together with the Temporary Housing Benefit, the "**Relocation Payments**") within ten (10) days after Executive's employment termination date.

As with other business expense reimbursements, any Relocation Payments will be paid to Executive within forty-five (45) days after the date Executive submit receipts for the expenses, provided Executive submits those receipts within sixty (60) days after Executive incurs the expense. To comply with Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**"), the Company hereby informs Executive that if any reimbursements payable to Executive are subject to the provisions of Section 409A: (a) any such reimbursements will be paid no later than December 31 of the year following the year in which the expense was incurred, (b) the amount of expenses reimbursed in one year will not affect the amount eligible for reimbursement in any subsequent year, and (c) the right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

## **8. Termination of Employment; Severance.**

**8.1 At-Will Employment.** Executive's employment relationship is at-will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause or advance notice.

### **8.2 Termination Without Cause; Resignation for Good Reason.**

**(i)** The Company may terminate Executive's employment with the Company at any time without Cause. Further, Executive may resign his employment at any time for Good Reason.

**(ii)** In the event Executive's employment with the Company is terminated by the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case prior to the thirty (30)-day period prior to the closing of a Change of Control (as defined below) or more than twelve (12) months following the closing of a Change of Control, then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), and provided that Executive remains in compliance with the terms of this Agreement, the Company shall provide Executive with the following severance benefits:

**(a)** The Company shall pay Executive, as severance, the equivalent of six (6) months of Executive's Base Salary in effect as of the date of Executive's employment termination, subject to standard payroll deductions and withholdings (the "**Severance**"). The Severance will be paid in a lump sum on the sixtieth (60th) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 9) has become effective.

**(b)** Provided that Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums to continue Executive's coverage (including coverage for eligible dependents, if applicable) ("**COBRA Premiums**") through the period (the "**COBRA Premium Period** ") starting on Executive's Separation from Service date and ending on the earliest to occur of: (i) six (6) months following Executive's Separation from Service date; (ii) the date Executive

becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of Executive's employment termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether Executive elects COBRA continuation coverage and shall end on the earlier of (x) the date upon which Executive obtains other employment or (y) the last day of the sixth (6<sup>th</sup>) calendar month following Executive's Separation from Service date (the "**Special Cash Payments**").

(iii) If the Company terminates Executive's employment with the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case within thirty (30) days prior to or twelve (12) months following the closing of a Change of Control, then in addition to the Severance and COBRA Premiums (or Special Cash Payments), the Company shall accelerate the vesting of all outstanding unvested equity awards granted to Executive, including but not limited to the Option, such that one hundred percent (100%) of such equity awards shall be deemed immediately vested and exercisable (if applicable) as of Executive's last day of employment (the "**Accelerated Vesting**").

### **8.3 Termination for Cause; Resignation Without Good Reason; Death or Disability.**

(i) The Company may terminate Executive's employment with the Company at any time for Cause. Further, Executive may resign his employment at any time without Good Reason. Executive's employment with the Company may also be terminated due to Executive's death or disability.

(ii) If Executive resigns his employment without Good Reason, or the Company terminates Executive's employment for Cause, or if Executive's employment terminates as a result of Executive's death or disability, then (i) Executive will no longer vest in the Option or any other equity awards, (ii) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to any severance benefits, including (without limitation) the Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting. In addition, Executive shall resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

9. **Conditions to Receipt of Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting.** The receipt of the Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company within sixty (60) days following the date of Executive's Separation from Service (the "**Separation Agreement**"). No Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting will be paid or provided until the Separation Agreement becomes effective. Executive shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

10. **Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent no so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six (6)-month period measured from the date of Executive's Separation from Service with the Company, (ii) the date of Executive's death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

11. **Parachute Payments.** If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change of Control from the Company or otherwise ("**Transaction Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**") and (ii) but for this section, would be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to Executive, which of the following two alternative forms of payment would result in Executive's receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a "**Full Payment**"), or (2) payment of only a part of the Transaction Payment so that Executive receives the largest payment possible without the imposition of the Excise Tax (a "**Reduced Payment**"). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (x) Executive shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to Executive as determined in this paragraph. If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata. Unless Executive and the Company otherwise agree in writing, any determination required under this section shall be made in writing by the Company's independent public accountants (the "**Accountants**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Executive and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this section as well as any costs incurred by Executive with the Accountants for tax planning under Sections 280G and 4999 of the Code.

## 12. Definitions.

(i) **Cause.** For purposes of this Agreement, “**Cause**” for termination will mean: (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against the Company; (c) material breach of Executive’s duties to the Company; (d) persistent unsatisfactory performance of job duties after written notice from the Board and a reasonable opportunity to cure (if deemed curable); (e) intentional damage to any property of the Company; (f) misconduct, or other violation of Company policy that causes harm; (g) breach of any written agreement with the Company; and (h) conduct by Executive which in the good faith and reasonable determination of the Board demonstrates gross unfitness to serve.

(ii) **Change of Control.** For purposes of this Agreement, “**Change of Control**” shall mean: (a) any consolidation or merger of the Company with or into any other corporation or entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization, continue to represent a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization, (provided that, all shares of the Company’s Common Stock issuable upon exercise of options outstanding immediately prior to such consolidation or merger or upon conversion of convertible securities outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of capital stock are converted or exchanged); or (b) 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 is transferred; provided that a Change of Control shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof.



(iii) **Good Reason.** For purposes of this Agreement, Executive shall have “**Good Reason**” for resignation from employment with the Company if any of the following actions are taken by the Company without Executive’s prior written consent: (a) a material reduction in Executive’s Base Salary, which the parties agree is a reduction of at least ten percent (10%) of Executive’s Base Salary (unless pursuant to a salary reduction program applicable generally to the Company’s similarly situated employees); (b) a material reduction in Executive’s duties (including responsibilities and/or authorities), *provided, however*, that a change in job position (including a change in title) shall not be deemed a “material reduction” in and of itself unless Executive’s new duties are materially reduced from the prior duties; or (c) relocation of Executive’s principal place of employment to a place that increases Executive’s one-way commute by more than fifty (50) miles as compared to Executive’s then-current principal place of employment immediately prior to such relocation. In order to resign his employment for Good Reason, Executive must provide written notice to the Company’s CEO within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive’s resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than ninety (90) days after the expiration of the cure period.

**13. Proprietary Information Obligations.**

**13.1 Confidential Information Agreement.** As a condition of employment, Executive shall execute and abide by the Company’s standard form of Employee Confidential Information and Inventions Assignment Agreement (the “**Confidentiality Agreement**”).

**13.2 Third-Party Agreements and Information.** Executive represents and warrants that Executive’s employment by the Company does not conflict with any prior employment or consulting agreement or other agreement with any third party, and that Executive will perform Executive’s duties to the Company without violating any such agreement. Executive represents and warrants that Executive does not possess confidential information arising out of prior employment, consulting, or other third party relationships, that would be used in connection with Executive’s employment by the Company, except as expressly authorized by that third party. During Executive’s employment by the Company, Executive will use in the performance of Executive’s duties only information which is generally known and used by persons with training and experience comparable to Executive’s own, common knowledge in the industry, otherwise legally in the public domain, or obtained or developed by the Company or by Executive in the course of Executive’s work for the Company.

**14. Outside Activities During Employment.**

**14.1 Non-Company Business.** Except with the prior written consent of the CEO, Executive will not during the term of Executive's employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of Executive's duties hereunder.

**14.2 No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

**15. Dispute Resolution.** To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, including but not limited to statutory claims, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 and to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in San Francisco, California, conducted by JAMS, Inc. ("**JAMS**") under the then applicable JAMS rules (which can be found at the following web address: <http://www.jamsadr.com/rulesclauses>). **By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** The Company acknowledges that Executive will have the right to be represented by legal counsel at any arbitration proceeding. In addition, all claims, disputes, or causes of action under this section, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. This paragraph shall not apply to an action or claim brought in court pursuant to the California Private Attorneys General Act of 2004, as amended. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS' arbitration fees in excess of the amount of court fees that would be required of Executive if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

## 16. General Provisions.

**16.1 Notices.** Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location (to the attention of the CEO) and to Executive at the address as listed on the Company payroll.

**16.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**16.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**16.4 Complete Agreement.** This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**16.5 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement, and facsimile and electronic signatures shall be equivalent to original signatures.

**16.6 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**16.7 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his duties hereunder and he may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**16.8**

**Tax Withholding and Indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**16.9**

**Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first written above.

**ATRECA, INC.**

By: /s/ Tito A. Serafini

**Tito A. Serafini, PhD**

**President & Chief Executive Officer**

**EXECUTIVE**

/s/ Norman Greenberg

**Norman Greenberg, PhD**

## ATRECA, INC.

**EXECUTIVE EMPLOYMENT AGREEMENT  
for  
Guy Cavet**

This Executive Employment Agreement (the “**Agreement**”), made between Atreca, Inc. (the “**Company**”) and Guy Cavet (the “**Executive**”) (collectively, the “**Parties**”), is effective as of April 30, 2016.

**WHEREAS**, the Company desires for Executive to continue to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for such services, as set forth in this Agreement; and

**WHEREAS**, Executive wishes to continue to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits, as set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall serve as the Company’s SVP and Chief Technology Officer. During the term of Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company’s general employment policies.

**1.2 Duties and Location.** Executive shall perform such duties as are required by the Company’s President and Chief Executive Officer (“CEO”), to whom Executive will report. Executive’s primary office location shall be the Company’s Redwood City office. The Company reserves the right to reasonably require Executive to perform Executive’s duties at places other than Executive’s primary office location from time to time, and to require reasonable business travel. The Company may modify Executive’s job title and duties as it deems necessary and appropriate in light of the Company’s needs and interests from time to time.

**1.3 Policies and Procedures.** The employment relationship between the Parties shall continue to be governed by the general employment policies and practices of the Company, as adopted or modified from time to time in the Company’s discretion, except that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or practices, this Agreement shall control.

## 2. Compensation.

**2.1 Salary.** For services to be rendered hereunder, Executive shall receive a base salary at the rate of two hundred and ninety thousand dollars (\$290,000) per year (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule. As an exempt salaried employee, Executive will be required to work the Company’s normal business hours, and such additional time as appropriate for Executive’s work assignments and position, and Executive will not be entitled to overtime compensation.

**2.2 Bonus.** Executive will be eligible for an annual discretionary bonus of up to thirty percent (30%) of Executive’s Base Salary (the “**Annual Bonus**”), when the Company’s Board of Directors (the “**Board**”) approves a written bonus plan, pursuant to the terms and conditions of such plan. Whether Executive receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined by the Board in its sole discretion based upon the Company’s and Executive’s achievement of objectives and milestones to be determined on an annual basis by the Board. Executive must remain an active employee through the end of any given calendar year in order to earn an Annual Bonus for that year and any such bonus will be paid prior to March 15 of the calendar year after the applicable bonus year . Executive will not be eligible for, and will not earn, any Annual Bonus (including a prorated bonus) if Executive’s employment terminates for any reason before the end of the calendar year.

**3. Standard Company Benefits.** Executive shall continue to be entitled to participate in all employee benefit programs for which Executive is eligible under the terms and conditions of the benefit plans and applicable policies that may be in effect from time to time and provided by the Company to its employees, including but not limited to: medical, dental and vision insurance; life insurance; short-term and long-term disability insurance; 401(k) plan; and the ability to take time off with pay within Executive’s discretion pursuant to the Company’s nonaccrual paid time off policy for exempt employees. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time.

**4. Expenses.** The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive’s duties hereunder, in accordance with the Company’s expense reimbursement policy as in effect from time to time.

**5. Equity.** Any and all Stock Awards granted to Executive will continue to be governed by the terms of the applicable stock option and equity incentive award plans or agreements and grant notices. For purposes of this Agreement, “**Stock Awards**” shall mean all stock options, restricted stock and restricted stock units and such other awards granted pursuant to the Company’s stock option and equity incentive award plans or agreements and any shares of stock issued upon exercise thereof.

**6. Termination of Employment; Severance.**

**6.1 At-Will Employment.** Executive's employment relationship is at will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice.

**6.2 Termination Without Cause; Resignation for Good Reason.**

(i) The Company may terminate Executive's employment with the Company at any time without Cause. Further, Executive may resign his employment at any time for Good Reason (as defined below).

(ii) In the event Executive's employment with the Company is terminated by the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case prior to the thirty (30)-day period prior to the closing of a Change of Control (as defined below) or more than twelve (12) months following the closing of a Change of Control, then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), and provided that Executive remains in compliance with the terms of this Agreement, the Company shall provide Executive with the following severance benefits:

(a) The Company shall pay Executive, as severance, the equivalent of six (6) months of Executive's Base Salary in effect as of the date of Executive's employment termination, subject to standard payroll deductions and withholdings (the "**Severance**"). The Severance will be paid in a lump sum on the sixtieth (60th) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 7) has become effective.

(b) Provided that Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums to continue Executive's coverage (including coverage for eligible dependents, if applicable) ("**COBRA Premiums**") through the period (the "**COBRA Premium Period**") starting on Executive's Separation from Service date and ending on the earliest to occur of: (i) six (6) months following Executive's Separation from Service date; (ii) the date Executive becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of Executive's employment termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether Executive elects COBRA continuation coverage and shall end on the earlier of (x) the date upon which Executive obtains other employment or (y) the last day of the sixth (6<sup>th</sup>) calendar month following Executive's Separation from Service date (the "**Special Cash Payments**").

(iii) If the Company terminates Executive's employment with the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns his employment for Good Reason, in either case within thirty (30) days prior to or twelve (12) months following the closing of a Change of Control, then in addition to the Severance and COBRA Premiums (or Special Cash Payments), the Company shall accelerate the vesting of all outstanding unvested equity awards granted to Executive, including but not limited to the Stock Awards, such that one hundred percent (100%) of such equity awards shall be deemed immediately vested and exercisable (if applicable) as of Executive's last day of employment (the "**Accelerated Vesting**").

**6.3 Termination for Cause; Resignation Without Good Reason; Death or Disability.**

(i) The Company may terminate Executive's employment with the Company at any time for Cause. Further, Executive may resign his employment at any time without Good Reason. Executive's employment with the Company may also be terminated due to Executive's death or disability.

(ii) If Executive resigns his employment without Good Reason, or the Company terminates Executive's employment for Cause, or if Executive's employment terminates as a result of Executive's death or disability, then (a) Executive will no longer vest in the Stock Awards or any other equity awards, (b) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to any severance benefits, including (without limitation) the Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting. In addition, Executive shall resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

**7. Conditions to Receipt of Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting.** The receipt of the Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company within sixty (60) days following the date of Executive's Separation from Service (the "**Separation Agreement**"). No Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting will be paid or provided until the Separation Agreement becomes effective. Executive shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.



8. **Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended (“**Section 409A**”) provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A -2(b)(2)(iii)), Executive’s right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive’s Separation from Service to be a “specified employee” for purposes of Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be “deferred compensation”, then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six (6)-month period measured from the date of Executive’s Separation from Service with the Company, (ii) the date of Executive’s death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

9. **Parachute Payments.** If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change of Control from the Company or otherwise (“**Transaction Payment**”) would (i) constitute a “**parachute payment**” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “**Code**”) and (ii) but for this Paragraph, would be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to Executive, which of the following two alternative forms of payment would result in Executive’s receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a “**Full Payment**”), or (2) payment of only a part of the Transaction Payment so that Executive receives the largest payment possible without the imposition of the Excise Tax (a “**Reduced Payment**”). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (x) Executive shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to Executive as determined in this paragraph. If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata. Unless Executive and the Company otherwise agree in writing, any determination required under this Paragraph shall be made in writing by the Company’s independent public accountants (the “**Accountants**”), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Paragraph, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Executive and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Paragraph. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Paragraph as well as any costs incurred by Executive with the Accountants for tax planning under Sections 280G and 4999 of the Code.

**10. Definitions.**

(i) **Cause.** For purposes of this Agreement, “**Cause**” for termination will mean: (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against the Company; (c) material breach of Executive’s duties to the Company; (d) persistent unsatisfactory performance of job duties after written notice from the Board and a reasonable opportunity to cure (if deemed curable); (e) intentional damage to any property of the Company; (f) misconduct, or other violation of Company policy that causes harm; (g) breach of any written agreement with the Company; and (h) conduct by Executive which in the good faith and reasonable determination of the Board demonstrates gross unfitness to serve.

(ii) **Change of Control.** For purposes of this Agreement, “**Change of Control**” shall mean: (a) any consolidation or merger of the Company with or into any other corporation or entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization, continue to represent a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization, (provided that, all shares of the Company’s Common Stock issuable upon exercise of options outstanding immediately prior to such consolidation or merger or upon conversion of convertible securities outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of capital stock are converted or exchanged); or (b) 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 is transferred; provided that a Change of Control shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof.

(iii) **Good Reason.** For purposes of this Agreement, Executive shall have “**Good Reason**” for resignation from employment with the Company if any of the following actions are taken by the Company without Executive’s prior written consent: (a) a material reduction in Executive’s Base Salary, which the parties agree is a reduction of at least ten percent (10%) of Executive’s Base Salary (unless pursuant to a salary reduction program applicable generally to the Company’s similarly situated employees); (b) a material reduction in Executive’s duties (including responsibilities and/or authorities), *provided, however*, that a change in job position (including a change in title) shall not be deemed a “material reduction” in and of itself unless Executive’s new duties are materially reduced from the prior duties; or (c) relocation of Executive’s principal place of employment to a place that increases Executive’s one-way commute by more than fifty (50) miles as compared to Executive’s then-current principal place of employment immediately prior to such relocation. In order to resign his employment for Good Reason, Executive must provide written notice to the Company’s CEO within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive’s resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than ninety (90) days after the expiration of the cure period.

**11. Proprietary Information Obligations.**

**11.1 Confidential Information Agreement.** In or around April 18, 2012, Executive and the Company entered into that certain Employee Confidential Information and Inventions Assignment Agreement (the “**Confidentiality Agreement**”), which remains in full force and effect.

**11.2 Third-Party Agreements and Information.** Executive represents and warrants that Executive’s employment by the Company does not conflict with any prior employment or consulting agreement or other agreement with any third party, and that Executive will perform Executive’s duties to the Company without violating any such agreement. Executive represents and warrants that Executive does not possess confidential information arising out of prior employment, consulting, or other third party relationships, that would be used in connection with Executive’s employment by the Company, except as expressly authorized by that third party. During Executive’s employment by the Company, Executive will use in the performance of Executive’s duties only information which is generally known and used by persons with training and experience comparable to Executive’s own, common knowledge in the industry, otherwise legally in the public domain, or obtained or developed by the Company or by Executive in the course of Executive’s work for the Company.

**12. Outside Activities During Employment.**

**12.1 Non-Company Business.** Except with the prior written consent of the CEO, Executive will not during the term of Executive's employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of Executive's duties hereunder.

**12.2 No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

**13. Dispute Resolution.** To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, including but not limited to statutory claims, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 and to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in San Francisco, California, conducted by JAMS, Inc. ("JAMS") under the then applicable JAMS rules (which can be found at the following web address: <http://www.jamsadr.com/rulesclauses>). **By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** The Company acknowledges that Executive will have the right to be represented by legal counsel at any arbitration proceeding. In addition, all claims, disputes, or causes of action under this Paragraph, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. This paragraph shall not apply to an action or claim brought in court pursuant to the California Private Attorneys General Act of 2004, as amended. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS' arbitration fees in excess of the amount of court fees that would be required of Executive if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

## **14. General Provisions.**

**14.1 Notices.** Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location and to Executive at the address as listed on the Company payroll.

**14.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**14.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**14.4 Complete Agreement.** This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations including without limitation any employment terms, employment offer letter or employment agreement Executive may have entered into with the Company. This Agreement cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**14.5 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement, and facsimile and electronic signatures shall be equivalent to original signatures.

**14.6 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**14.7 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his duties hereunder and he may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**14.8 Tax Withholding and Indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**14.9 Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first written above.

**ATRECA, INC.**

By: /s/ Tito A. Serafini  
**Tito A. Serafini, PhD**  
**President & Chief Executive Officer**

**EXECUTIVE**

/s/ Guy Cavet  
**Guy Cavet, PhD**

## ATRECA, INC.

**EXECUTIVE EMPLOYMENT AGREEMENT  
for  
Susan Berland**

This Executive Employment Agreement (the “**Agreement**”), made between Atreca, Inc. (the “**Company**”) and Susan Berland (the “**Executive**”) (collectively, the “**Parties**”), is effective as of April 19, 2016.

**WHEREAS**, the Company desires for Executive to continue to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for such services, as set forth in this Agreement; and

**WHEREAS**, Executive wishes to continue to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits, as set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall serve as the Company’s EVP and Chief Financial Officer. During the term of Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company’s general employment policies.

**1.2 Duties and Location.** Executive shall perform such duties as are required by the Company’s President and Chief Executive Officer (“**CEO**”), to whom Executive will report. Executive’s primary office location shall be the Company’s Redwood City office. The Company reserves the right to reasonably require Executive to perform Executive’s duties at places other than Executive’s primary office location from time to time, and to require reasonable business travel. The Company may modify Executive’s job title and duties as it deems necessary and appropriate in light of the Company’s needs and interests from time to time.

**1.3 Policies and Procedures.** The employment relationship between the Parties shall continue to be governed by the general employment policies and practices of the Company, as adopted or modified from time to time in the Company’s discretion, except that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or practices, this Agreement shall control.

## 2. Compensation.

**2.1 Salary.** For services to be rendered hereunder, Executive shall receive a base salary at the rate of two hundred and eighty-five thousand dollars (\$285,000) per year (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule. As an exempt salaried employee, Executive will be required to work the Company’s normal business hours, and such additional time as appropriate for Executive’s work assignments and position, and Executive will not be entitled to overtime compensation.

**2.2 Bonus.** Executive will be eligible for an annual discretionary bonus of up to thirty-five percent (35%) of Executive’s Base Salary (the “**Annual Bonus**”), when the Company’s Board of Directors (the “**Board**”) approves a written bonus plan, pursuant to the terms and conditions of such plan. Whether Executive receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined by the Board in its sole discretion based upon the Company’s and Executive’s achievement of objectives and milestones to be determined on an annual basis by the Board. Executive must remain an active employee through the end of any given calendar year in order to earn an Annual Bonus for that year and any such bonus will be paid prior to March 15 of the calendar year after the applicable bonus year. Executive will not be eligible for, and will not earn, any Annual Bonus (including a prorated bonus) if Executive’s employment terminates for any reason before the end of the calendar year.

**3. Standard Company Benefits.** Executive shall continue to be entitled to participate in all employee benefit programs for which Executive is eligible under the terms and conditions of the benefit plans and applicable policies that may be in effect from time to time and provided by the Company to its employees, including but not limited to: medical, dental and vision insurance; life insurance; short-term and long-term disability insurance; 401(k) plan; and the ability to take time off with pay within Executive’s discretion pursuant to the Company’s nonaccrual paid time off policy for exempt employees. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time.

**4. Expenses.** The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive’s duties hereunder, in accordance with the Company’s expense reimbursement policy as in effect from time to time.

**5. Equity.** Any and all Stock Awards granted to Executive will continue to be governed by the terms of the applicable stock option and equity incentive award plans or agreements and grant notices. For purposes of this Agreement, “**Stock Awards**” shall mean all stock options, restricted stock and restricted stock units and such other awards granted pursuant to the Company’s stock option and equity incentive award plans or agreements and any shares of stock issued upon exercise thereof.



**6. Termination of Employment; Severance.**

**6.1 At-Will Employment.** Executive's employment relationship is at will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice.

**6.2 Termination Without Cause; Resignation for Good Reason.**

(i) The Company may terminate Executive's employment with the Company at any time without Cause. Further, Executive may resign her employment at any time for Good Reason (as defined below).

(ii) In the event Executive's employment with the Company is terminated by the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns her employment for Good Reason, in either case prior to the thirty (30)-day period prior to the closing of a Change of Control (as defined below) or more than twelve (12) months following the closing of a Change of Control, then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), and provided that Executive remains in compliance with the terms of this Agreement, the Company shall provide Executive with the following severance benefits:

(a) The Company shall pay Executive, as severance, the equivalent of six (6) months of Executive's Base Salary in effect as of the date of Executive's employment termination, subject to standard payroll deductions and withholdings (the "**Severance**"). The Severance will be paid in a lump sum on the sixtieth (60th) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 7) has become effective.

(b) Provided that Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums to continue Executive's coverage (including coverage for eligible dependents, if applicable) ("**COBRA Premiums**") through the period (the "**COBRA Premium Period**") starting on Executive's Separation from Service date and ending on the earliest to occur of: (i) six (6) months following Executive's Separation from Service date; (ii) the date Executive becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of Executive's

employment termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether Executive elects COBRA continuation coverage and shall end on the earlier of (x) the date upon which Executive obtains other employment or (y) the last day of the sixth (6<sup>th</sup>) calendar month following Executive's Separation from Service date (the "**Special Cash Payments**").

(iii) If the Company terminates Executive's employment with the Company without Cause (other than as a result of Executive's death or disability), or Executive resigns her employment for Good Reason, in either case within thirty (30) days prior to or twelve (12) months following the closing of a Change of Control, then in addition to the Severance and COBRA Premiums (or Special Cash Payments), the Company shall accelerate the vesting of all outstanding unvested equity awards granted to Executive, including but not limited to the Stock Awards, such that one hundred percent (100%) of such equity awards shall be deemed immediately vested and exercisable (if applicable) as of Executive's last day of employment (the "**Accelerated Vesting**").

### **6.3 Termination for Cause; Resignation Without Good Reason; Death or Disability.**

(i) The Company may terminate Executive's employment with the Company at any time for Cause. Further, Executive may resign her employment at any time without Good Reason. Executive's employment with the Company may also be terminated due to Executive's death or disability.

(ii) If Executive resigns her employment without Good Reason, or the Company terminates Executive's employment for Cause, or if Executive's employment terminates as a result of Executive's death or disability, then (a) Executive will no longer vest in the Stock Awards or any other equity awards, (b) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to any severance benefits, including (without limitation) the Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting. In addition, Executive shall resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

7. **Conditions to Receipt of Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting.** The receipt of the Severance, COBRA Premiums, Special Cash Payments and Accelerated Vesting will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company within sixty (60) days following the date of Executive's Separation from Service (the "**Separation Agreement**"). No Severance, COBRA Premiums, Special Cash Payments or Accelerated Vesting will be paid or provided until the Separation Agreement becomes effective. Executive shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of employment termination.

8. **Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended (“**Section 409A**”) provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A -2(b)(2)(iii)), Executive’s right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive’s Separation from Service to be a “specified employee” for purposes of Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be “deferred compensation”, then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six (6)-month period measured from the date of Executive’s Separation from Service with the Company, (ii) the date of Executive’s death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

9. **Parachute Payments.** If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change of Control from the Company or otherwise (“**Transaction Payment**”) would (i) constitute a “**parachute payment**” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “**Code**”) and (ii) but for this Paragraph, would be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to Executive, which of the following two alternative forms of payment would result in Executive’s receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a “**Full Payment**”), or (2) payment of only a part of the Transaction Payment so that Executive receives the largest payment possible without the imposition of the Excise Tax (a “**Reduced Payment**”). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a

Reduced Payment is made, (x) Executive shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to Executive as determined in this paragraph. If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata. Unless Executive and the Company otherwise agree in writing, any determination required under this Paragraph shall be made in writing by the Company's independent public accountants (the "**Accountants**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Paragraph, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Executive and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Paragraph. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Paragraph as well as any costs incurred by Executive with the Accountants for tax planning under Sections 280G and 4999 of the Code.

#### **10. Definitions.**

(i) **Cause.** For purposes of this Agreement, "**Cause**" for termination will mean: (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against the Company; (c) material breach of Executive's duties to the Company; (d) persistent unsatisfactory performance of job duties after written notice from the Board and a reasonable opportunity to cure (if deemed curable); (e) intentional damage to any property of the Company; (f) misconduct, or other violation of Company policy that causes harm; (g) breach of any written agreement with the Company; and (h) conduct by Executive which in the good faith and reasonable determination of the Board demonstrates gross unfitness to serve.

(ii) **Change of Control.** For purposes of this Agreement, "**Change of Control**" shall mean: (a) any consolidation or merger of the Company with or into any other corporation or entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization, continue to represent a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization, (provided that, all shares of the Company's Common Stock issuable upon exercise of options outstanding immediately prior to such consolidation or merger or upon conversion of convertible securities outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of capital stock are converted or exchanged); or (b) 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 is transferred; provided that a Change of Control shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof.

(iii) Good Reason. For purposes of this Agreement, Executive shall have “**Good Reason**” for resignation from employment with the Company if any of the following actions are taken by the Company without Executive’s prior written consent: (a) a material reduction in Executive’s Base Salary, which the parties agree is a reduction of at least ten percent (10%) of Executive’s Base Salary (unless pursuant to a salary reduction program applicable generally to the Company’s similarly situated employees); (b) a material reduction in Executive’s duties (including responsibilities and/or authorities), *provided, however*, that a change in job position (including a change in title) shall not be deemed a “material reduction” in and of itself unless Executive’s new duties are materially reduced from the prior duties; or (c) relocation of Executive’s principal place of employment to a place that increases Executive’s one-way commute by more than fifty (50) miles as compared to Executive’s then-current principal place of employment immediately prior to such relocation. In order to resign her employment for Good Reason, Executive must provide written notice to the Company’s CEO within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive’s resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, Executive must resign from all positions Executive then holds with the Company not later than ninety (90) days after the expiration of the cure period.

**11. Proprietary Information Obligations.**

**11.1 Confidential Information Agreement.** In or around February 3, 2016, Executive and the Company entered into that certain Employee Confidential Information and Inventions Assignment Agreement (the “**Confidentiality Agreement**”), which remains in full force and effect.

**11.2 Third-Party Agreements and Information.** Executive represents and warrants that Executive’s employment by the Company does not conflict with any prior employment or consulting agreement or other agreement with any third party, and that Executive will perform Executive’s duties to the Company without violating any such agreement. Executive represents and warrants that Executive does not possess confidential information arising out of prior employment, consulting, or other third party relationships, that would be used in connection with Executive’s employment by the Company, except as expressly authorized by that third party. During Executive’s employment by the Company, Executive will use in the performance of Executive’s duties only information which is generally known and used by persons with training and experience comparable to Executive’s own, common knowledge in the industry, otherwise legally in the public domain, or obtained or developed by the Company or by Executive in the course of Executive’s work for the Company.

## 12. Outside Activities During Employment.

**12.1 Non-Company Business.** Except with the prior written consent of the CEO, Executive will not during the term of Executive's employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of Executive's duties hereunder.

**12.2 No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

**13. Dispute Resolution.** To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, including but not limited to statutory claims, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 and to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in San Francisco, California, conducted by JAMS, Inc. ("**JAMS**") under the then applicable JAMS rules (which can be found at the following web address: <http://www.jamsadr.com/rulesclauses>). **By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** The Company acknowledges that Executive will have the right to be represented by legal counsel at any arbitration proceeding. In addition, all claims, disputes, or causes of action under this Paragraph, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. This paragraph shall not apply to an action or claim brought in court pursuant to the California Private Attorneys General Act of 2004, as amended. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS' arbitration fees in excess of the amount of court fees that would be required of Executive if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

## 14. General Provisions.

**14.1 Notices.** Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location and to Executive at the address as listed on the Company payroll.

**14.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**14.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**14.4 Complete Agreement.** This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations including without limitation any employment terms, employment offer letter or employment agreement Executive may have entered into with the Company. This Agreement cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**14.5 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement, and facsimile and electronic signatures shall be equivalent to original signatures.

**14.6 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**14.7 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of her duties hereunder and he may not assign any of her rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**14.8 Tax Withholding and Indemnification.**

All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**14.9 Choice of Law.**

All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first written above.

**ATRECA, INC.**

By: /s/ Tito A. Serafini

**Tito A. Serafini, PhD**  
**President & Chief Executive Officer**

**EXECUTIVE**

/s/ Susan D. Berland

**Susan D. Berland, PhD**



**SUBLEASE  
(500 SAGINAW DRIVE, REDWOOD CITY, CALIFORNIA)**

THIS SUBLEASE (this “**Sublease**”) is entered into as of March 22, 2016 (the “**Effective Date**”), by and between **CARDIODX, INC.**, a Delaware corporation (“**Sublandlord**”), and **ATRECA, INC.**, a Delaware corporation (“**Subtenant**”) (Sublandlord and Subtenant, each, a “**Party**”, and collectively, the “**Parties**”).

**RECITALS**

This SUBLEASE is made with reference to the following recitals of essential facts:

A. Sublandlord, as tenant, and HCP LS Redwood City, LLC, a Delaware limited partnership (“**Master Landlord**”), as landlord, are parties to that certain Lease dated as of October 8, 2013 (the “**Master Lease**”), for certain space more particularly described in the Master Lease (the “**Master Premises**”). Capitalized terms used, but not defined, herein shall have the meanings set forth in the Master Lease, a copy of which has been previously provided to Subtenant.

B. A portion of the Master Premises is located on the second floor of the building commonly known as 500 Saginaw Drive, Redwood City, California (the “**Building**”) and such portion contains approximately 21,753 rentable square feet (excluding the Annex (as defined in the Master Lease)) and approximately 735 rentable square feet in the Annex (such portions of the Master Premises being the “**500 Building Master Premises**”).

C. Subject to the terms and conditions of this Sublease, Sublandlord desires to sublease to Subtenant, and Subtenant desires to sublease from Sublandlord, that certain portion of the Master Premises comprising approximately 17,990 rentable square feet located on the second floor of the Building, as depicted in **Exhibit A** attached hereto (the “**Subleased Premises**”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. **RECITALS**. The foregoing recitals are hereby incorporated into this Sublease by this reference as if fully set forth herein.

2. **SUBLEASED PREMISES**. Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises. Additionally, Subtenant is hereby granted the nonexclusive right to use the Common Areas, to the extent of Sublandlord’s rights to use of the same pursuant to the Master Lease, in common with other tenants in the Project throughout the Sublease Term (as defined below). Notwithstanding the foregoing or anything to the contrary elsewhere in this Sublease: (a) Sublandlord shall have exclusive use and possession of the reception area and four conference rooms adjacent to, but not a part of, the Subleased Premises, including the right to modify, reconfigure or eliminate such reception area and conference rooms (subject to Master Landlord’s rights under the Master Lease), and (b)

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Sublandlord and Subtenant shall each have non-exclusive use of the restrooms located in the Common Area adjacent to the Subleased Premises (including access thereto from the Subleased Premises), ). Subtenant covenants that its use of the Subleased Premises and Common Areas (as permitted herein) shall at all times comply with any and all terms, conditions and provisions of the Master Lease and with any rules and regulations established by Master Landlord or Sublandlord from time to time. Subtenant shall have the right to secure all entrances into the Subleased Premises subject to Master Landlord’s approval of any change to the existing security system, locks or keys and Master Landlord’s rules and regulations regarding security of the Building as Master Landlord may publish and revise from time to time. The rentable square footage of the 500 Building Master Premises and Subleased Premises is hereby agreed by the parties to be as set forth in Recitals B and C above and shall not be subject to remeasurement.

3. SUBLEASE TERM. The term of this Sublease (the “**Sublease Term**”) shall commence upon the later of: (a) the date Sublandlord tenders possession of the Subleased Premises to Subtenant, (b) the date Master Landlord’s written consent to this Sublease is delivered to Subtenant, or (c) February 3, 2016 (the “**Commencement Date**”). Notwithstanding the foregoing, Subtenant may enter upon the Subleased Premises prior to the Commencement Date for the purpose of preparing the Subleased Premises for occupancy, provided that: (a) Sublandlord gives its prior written consent to such early occupancy, (b) Master Landlord’s written consent to this Sublease has been delivered to Subtenant, (c) Subtenant furnishes to Sublandlord evidence satisfactory to Sublandlord in advance that insurance coverages required of Subtenant under the provisions of Article 10 of the Master Lease are in effect (or, if consented to by Master Landlord, such other commercially reasonable amounts of insurance as Master Landlord permits Subtenant to carry under its direct-lease with Master Landlord for other premises at the Project, subject to Sublandlord’s reasonable approval), and (d) such entry shall be subject to all the terms and conditions of this Sublease and the Master Lease other than the payment of Rent (as defined below). Unless earlier terminated under any provision of the Master Lease or this Sublease, the Sublease Term shall continue until the last day of the month in which the twenty-four (24) month anniversary of the Commencement Date occurs (the “**Expiration Date**”). Within ten (10) days after the Commencement Date, Sublandlord shall deliver to Subtenant a notice of Sublease Term dates in the form set forth in Exhibit B attached hereto, which notice Subtenant shall execute and return to Sublandlord within ten (10) days of receipt thereof. If Subtenant fails to execute and return a factually accurate notice within such ten-day period, Subtenant shall be deemed to have approved and confirmed the dates set forth therein.

4. BASE RENT. Subtenant shall pay base rent to Sublandlord in the following amounts during the following periods (each payment, a monthly installment of “**Base Rent**”):

<u>Months of Lease Term</u>	<u>Monthly Installment of Base Rent</u>	<u>Monthly Base Rental Rate Per Rentable Square Foot</u>
1-12	\$ 37,779.00	\$ 2.10
13-24	\$ 38,858.40	\$ 2.16

5. ADDITIONAL RENT. In addition to paying Base Rent, Subtenant shall pay to Sublandlord, as additional rent, Subtenant’s Share of Direct Expenses on a monthly basis

throughout the Sublease Term. As used in this Sublease, “**Subtenant’s Share of Direct Expenses**” means an amount which equals (a) 80% (which is the ratio that the rentable square footage of the Subleased Premises bears to the rentable square footage of the 500 Building Master Premises), multiplied by (b) the Direct Expenses attributable to the 500 Building Master Premises payable by Sublandlord to Master Landlord pursuant to Article 4 of the Master Lease. Sublandlord shall promptly forward to Subtenant all Statements and Estimate Statements for the 500 Building Master Premises that Sublandlord receives from Master Landlord. If Sublandlord receives a credit for overpayment of Direct Expenses attributable to the 500 Building Master Premises (“**Direct Expense Credit**”) pursuant to Section 4.4.1 of the Master Lease, Subtenant shall receive a credit against the next installment of Rent due under this Sublease in an amount equal to 80% multiplied by the total Direct Expense Credit or, if the Sublease Term has ended, Sublandlord shall pay such amount to Subtenant within thirty (30) days of Sublandlord’s receipt of the Direct Expense Credit. If Sublandlord makes a payment to Master Landlord due to an underpayment of Direct Expenses attributable to the 500 Building Master Premises (“**Direct Expense Shortfall**”) pursuant to Section 4.4.1 of the Master Lease, Subtenant shall pay Sublandlord an amount equal to 80% multiplied by the total Direct Expense Shortfall together with the next installment of Rent due or, if the Sublease Term has ended, Subtenant shall pay such amount to Sublandlord within thirty (30) days of Subtenant’s receipt of an invoice therefor. Provided that no Event of Default (as defined in Section 22) has occurred, Subtenant shall have the right to require Sublandlord to exercise its rights under Section 4.6 of the Master Lease to review Master Landlord’s books and records related to Expenses, provided that Subtenant shall pay all costs of such review (subject to Master Landlord’s reimbursement, if applicable, as set forth in said Section).

Notwithstanding anything in this Sublease to the contrary, Subtenant’s Share of Direct Expenses shall not include: (a) any charges that apply solely to the portion of the Master Premises that does not include the Subleased Premises and is not sublet by Subtenant hereunder (the “**Reserved Premises**”) (e.g., real estate taxes on leasehold improvements therein), (b) late fees or penalties assessed against Sublandlord as a result of Sublandlord’s acts or omissions, (c) charges incurred as a result of excess or additional services specifically requested by Sublandlord for the Reserved Premises or for or including the Subleased Premises without Subtenant’s consent, and (d) the cost of utilities and services consumed by Sublandlord in excess of the reasonable and normal use of a comparable office user in the Building (such as for labs or server rooms in the Reserved Premises), in which event Sublandlord shall reasonably apportion the utilities portion of the Direct Expenses payable by Subtenant.

Notwithstanding anything in this Sublease to the contrary, Subtenant shall pay to Sublandlord, together with its payment of Subtenant’s Share of Direct Expenses, 100% of the cost of: (a) any charges that apply solely to the Subleased Premises (e.g., real estate taxes on leasehold improvements therein), (b) late fees or penalties assessed against Sublandlord or Master Landlord as a result of Subtenant’s acts or omissions, (c) charges incurred as a result of excess or additional services specifically requested by Subtenant for the Subleased Premises or for or including the Master Premises without Sublandlord’s consent, and (d) the cost of utilities and services consumed by Subtenant in excess of the reasonable and normal use of a comparable office user in the Building (such as for labs or server rooms in the Subleased Premises), in which event Sublandlord shall reasonably apportion the utilities portion of the Direct Expenses payable by Subtenant.

6. PAYMENT OF RENT. Base Rent, Subtenant's Share of Direct Expenses and any other amounts payable by Subtenant in connection with this Sublease shall be referred to in this Sublease as **"Rent"**. Rent shall be due and payable to Sublandlord without prior written notice or demand, in advance, without deduction or offset, in lawful money of the United States of America, on or before the first day of each calendar month during the Sublease Term. Such Rent shall be payable at Sublandlord's address set forth herein, or at such other place as Sublandlord may designate in writing to Subtenant. Rent for any period during this Sublease Term that is less than one (1) month shall be prorated based on a thirty (30) day month. Section 25 of the Master Lease is hereby incorporated and applies with respect to late payments of Rent by Subtenant hereunder.

7. SECURITY DEPOSIT. Subtenant shall deposit with Sublandlord on or before the Effective Date the sum of Seventy-Five Thousand Six Hundred Fifteen and 00/100 Dollars (\$75,615.00) (the **"Security Deposit"**), which sum shall be held by Sublandlord as security for the faithful performance by Subtenant of all of the terms, covenants and conditions of this Sublease to be kept and performed by Subtenant during the period commencing on the Effective Date and ending upon the expiration or termination of Subtenant's obligations under this Sublease. If an Event of Default (as defined below) occurs with respect to any provision of this Sublease, including any provision relating to the payment of Rent, then Sublandlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or to compensate Sublandlord for any other loss or damage that Sublandlord may suffer by reason of Subtenant's default. If any portion of the Security Deposit is so used or applied, then Subtenant shall, within ten (10) days following demand therefor, deposit cash with Sublandlord in an amount sufficient to restore the Security Deposit to its original amount, and Subtenant's failure to do so shall be a material breach of this Lease. The provisions of this Section 7 shall survive the expiration or earlier termination of this Lease. TENANT HEREBY WAIVES THE REQUIREMENTS OF SECTION 1950.7 OF THE CALIFORNIA CIVIL CODE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

8. CONDITION OF SUBLEASED PREMISES. Subtenant (i) acknowledges that Subtenant has conducted a thorough inspection of the Subleased Premises and (ii) agrees that the Subleased Premises are in good condition and repair and Subtenant accepts the Subleased Premises in their current "as is" condition with all faults. Subtenant hereby waives all warranties, whether express or implied (including warranties of merchantability or fitness for a particular purpose), with respect to the Subleased Premises or any furniture, fixtures and equipment located therein. Sublandlord makes no representation or warranty of any kind with respect to the Subleased Premises, and Subtenant shall have full responsibility for making any desired repairs, installations, alterations or additions to the Subleased Premises. Any installations, alterations or additions that Subtenant desires to make to the Subleased Premises shall be subject to the prior written approval of both Master Landlord and Sublandlord (it being agreed that Sublandlord may grant or withhold its consent thereto in its sole and absolute discretion) and shall otherwise be constructed in accordance with all of the terms and conditions of the Master Lease (including without limitation Section 7.1 and Article 8 of the Master Lease). Notwithstanding the foregoing, Sublandlord shall deliver the Subleased Premises to Subtenant professionally cleaned, with all Subleased Premises and Building systems which Sublandlord is responsible for under the Master Lease in good working condition.

9. FURNITURE.

9.1 Use of Furniture. Subtenant may utilize the furniture and audio-visual equipment owned by Sublandlord and located in the Subleased Premises as of the Commencement Date (the “**Furniture**”) during the Sublease Term. The Furniture is itemized in **Exhibit C** attached hereto (the “**Inventory**”). If Subtenant elects not to use some or all of the Furniture, it may store the Furniture offsite, at Subtenant’s sole cost and expense, and risk of loss; provided, however that Subtenant may not remove any of the Furniture comprising audio-visual equipment. Provided that no Event of Default has occurred (as defined in Section 22), Sublandlord shall not remove the Furniture listed on the Inventory during the Sublease Term.

9.2 Repair of Audio-Visual Equipment. If any of the Furniture comprising audio-visual equipment is in need of service or repair, Subtenant shall notify Sublandlord of the need for such repair or service (or in the case of any regularly required servicing, Sublandlord shall notify Subtenant of its intent to service such equipment) and Sublandlord will use reasonable efforts to promptly repair or service such equipment. Subtenant shall promptly reimburse Sublandlord for the reasonable repair or service costs incurred by Sublandlord upon request. Sublandlord shall not be in default of this Section 9.2 unless Sublandlord fails to repair or service such equipment within thirty (30) days of its receipt of written notice from Subtenant, or, if such repair or servicing is not reasonably capable of being completed within such thirty (30) day period, Sublandlord has not commenced the repair or service within such thirty (30) day period and thereafter is not diligently completing the same; provided, however, that Subtenant’s sole remedy at law or equity for Landlord’s breach of this Section 9.2 shall be to complete the repair and servicing and offset the Rent next coming due by the actual cost of such repair or servicing.

9.3 Return of Furniture. At the end of the Sublease Term, Subtenant shall deliver the Furniture to Sublandlord in the Subleased Premises, in the same condition as of the Commencement Date, reasonable wear and tear excepted. If Subtenant shall fail to return some or all of the Furniture, or if some or all of the Furniture is not returned in the condition required hereunder, Subtenant shall promptly replace such Furniture with like furniture of equal or greater value and of comparable utility and function.

9.4 Shared IT Equipment. The parties shall share certain data cabling and IT equipment pursuant to the terms set forth in **Exhibit D** attached hereto.

10. USE. The Subleased Premises are to be used solely for the uses permissible under the Master Lease (including without limitation Article 5 of the Master Lease), and for no other use. Subtenant’s use of the Subleased Premises shall at all times comply with the requirements of the Master Lease (including without limitation those requirements set forth in Section 5.4.1 of the Master Lease), and Subtenant shall not use the Subleased Premises in a manner that is in any way inconsistent with the Master Lease or in any way that disturbs Sublandlord’s use of the Master Premises or that might cause Sublandlord to be in breach of the Master Lease. Subtenant shall not commit or allow to be committed any waste upon the Building or Subleased Premises, or any public or private nuisance or act which is unlawful. Subtenant shall not commit any act that will increase the then existing rate of insurance on the Subleased Premises or the Master Premises. Subtenant shall promptly pay upon demand the amount of any such increase in

insurance rates caused by any act of Subtenant. In addition to all other remedies provided for at law or under this Sublease, Sublandlord shall have the remedy provided for in Section 5.4.4.1 of the Master Lease in the event that Subtenant breaches any of the terms, covenants or conditions of this Section 10.

11. **COMPLIANCE WITH LAWS.** Subtenant shall, at its sole cost and expense, promptly comply with all laws, ordinances and regulations with respect to Subtenant's use, occupancy or improvement of the Subleased Premises, including, without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. (as amended, together with the regulations promulgated pursuant thereto) (collectively, "**Applicable Laws**"). Additionally, Subtenant shall be responsible, at its sole cost and expense, to reimburse Sublandlord for any legal compliance costs incurred by Sublandlord with respect to the Subleased Premises as a result of Subtenant's (a) specific use and occupancy of the Subleased Premises (as opposed to general office use), (b) obtaining any permit or license with respect to the Subleased Premises (regarding hazardous materials or otherwise), or (c) making any installations, additions or alterations to the Subleased Premises.

12. Compliance with Master Lease.

12.1 **Subtenant Covenants.** Subtenant covenants that it will occupy the Subleased Premises in accordance with all of the terms and conditions of the Master Lease as they apply to the Subleased Premises and will not suffer to be done or omit to do any act which may result in a violation of or a default under any of the terms and conditions of the Master Lease, or render Sublandlord liable for any damage, charge or expense thereunder. Subtenant further covenants and agrees to indemnify Sublandlord against and hold Sublandlord harmless from any claim, demand, action, proceeding, suit, liability, loss, judgment, expense (including reasonable attorneys' fees) and damages of any kind or nature whatsoever ("**Claims**") arising out of, by reason of, or resulting from, Subtenant's failure to perform or observe any of the terms and conditions of the Master Lease applicable to the Subleased Premises or this Sublease.

12.2 **Sublandlord Covenants.** Sublandlord covenants that it will maintain the Master Lease during the entire Sublease Term, subject, however, to any earlier termination of the Master Lease without the fault of Sublandlord, and to comply with or perform or cause to be performed Sublandlord's obligations with respect to the Reserved Premises and with any obligations with respect to the Subleased Premises not assumed by Subtenant hereunder (collectively, "**Sublandlord's Remaining Obligations**"), and to indemnify Subtenant against and hold Subtenant harmless from all Claims arising out of (a) Sublandlord's failure to comply with or perform Sublandlord's Remaining Obligations, and (b) termination or forfeiture of the Master Lease resulting from Sublandlord's default thereunder. Sublandlord shall use commercially reasonable efforts to cause the Master Landlord to perform its obligations under the Master Lease, and shall cooperate with Subtenant in its efforts to obtain such performance. Sublandlord hereby covenants (1) not to voluntarily surrender the Master Lease to Master Landlord as to the Subleased Premises, and (2) not enter into any amendment or other agreement with respect to the Master Lease that will prevent or adversely affect the use by Subtenant of the Subleased Premises in accordance with the terms of this Sublease, increase the obligations of Subtenant or decrease the rights of Subtenant under this Sublease, shorten the term of this

Sublease or increase the rental or any other sums required to be paid by Subtenant under this Sublease.

12.3 Subordination of Sublease. This Sublease is subject and subordinate to the Master Lease in all respects. If the Master Lease is terminated for any reason whatsoever, then this Sublease shall automatically terminate as if it expired by its terms (unless assumed by Master Landlord) and in such event neither Sublandlord nor Master Landlord shall have any liability whatsoever to Subtenant as a result of such termination, except that Sublandlord shall be liable to Subtenant for any such termination arising as a result of Sublandlord's default under the Master Lease. Except as expressly provided in Section 12.2, under no circumstance shall Sublandlord be obligated to, or be responsible or liable in any way for Master Landlord's failure to, (a) perform any acts required to be completed by Master Landlord under the Master Lease, (b) supply any item, including, but not limited to, any utility or service to the Subleased Premises required to be supplied by Master Landlord under the Master Lease, or (c) complete any work or maintenance in the Subleased Premises or the Master Premises required to be completed by Master Landlord under the Master Lease; and no such failure will in any way excuse Subtenant's performance under this Sublease or entitle Subtenant to any abatement of rent or other charge.

12.4 Incorporation of Terms. Except as expressly provided in this Section 12.4, Subtenant hereby assumes and agrees to perform each and every obligation of Sublandlord under the Master Lease with respect to the Subleased Premises (and Sublandlord shall have the right to elect to require Subtenant to perform its obligations under the Master Lease directly to Master Landlord on prior written notice and Master Landlord's consent to the same). Notwithstanding anything to the contrary, (i) to the extent of any inconsistencies between the express terms of this Sublease and the terms of the Master Lease incorporated herein by reference, the express terms of this Sublease shall control, (ii) Subtenant shall have no renewal, first offer or expansion rights, any right to audit Master Landlord's books (provided, however, Subtenant may, at its sole cost and expense, require Sublandlord to perform such audit on its behalf), any right to install or use an Emergency Generator, or any rights to receive any concessions or allowances except to the extent expressly set forth in this Sublease, and (iii) Subtenant does not assume and shall have no obligation to satisfy Sublandlord's rental and security deposit obligations to Master Landlord, Sublandlord's indemnity obligations, including, without limitation, with respect to Hazardous Materials, as such indemnity obligations pertain to the acts or omissions of Sublandlord and Sublandlord's Agents, Sublandlord's maintenance and repair obligations with respect to the Reserved Premises, and Sublandlord's obligations under the Tenant Work Letter attached as Exhibit B to the Master Lease.

13. UTILITIES; SERVICES. Sublandlord shall have no obligation to provide to the Subleased Premises any services or utilities (including without limitation telephone or internet services) of any kind and shall have no liability for any interruption in utilities or services to the Subleased Premises; provided, however, that to the extent Sublandlord provides any services or utilities to the Subleased Premises, Subtenant shall pay to Sublandlord (upon receipt of invoice) any reasonable amounts necessary to reimburse or compensate Sublandlord for providing such services (all as reasonably determined by Sublandlord). Sublandlord shall not be responsible or liable in any way for any failure or interruption, for any reason whatsoever, of the services, utilities or facilities that may or should be appurtenant or supplied to the Subleased Premises, and no such failure will in any way excuse Subtenant's performance under this Sublease or entitle

Subtenant to any abatement of rent or other charge, unless such failure is a result of Sublandlord's gross negligence or willful misconduct or Sublandlord's default under the Master Lease, in which event Subtenant may contract directly with Master Landlord to restore such interrupted utilities and services. Subtenant shall pay to Sublandlord as Rent hereunder any and all sums which Sublandlord may be required to pay to Master Landlord or any service provider arising out of excess consumption by Subtenant or a request by Subtenant for additional building services (e.g., charges associated with after-hours HVAC usage and over-standard electrical charges). Notwithstanding anything to the contrary in this Sublease or the Master Lease, Subtenant agrees that Sublandlord shall not be required to perform any of the covenants, agreements or obligations of Master Landlord under the Master Lease and, insofar as any of the covenants, agreements and obligations of Sublandlord hereunder are required to be performed under the Master Lease by Master Landlord thereunder, Subtenant acknowledges and agrees that Subtenant will look solely to Master Landlord for such performance.

14. **MAINTENANCE.** Subtenant shall perform all maintenance and repairs in the Subleased Premises which Sublandlord is required to perform under the Master Lease; provided, however, that, at Sublandlord's option, or if Subtenant fails to make such repairs, Sublandlord may, but need not, make such repairs and replacements, and Subtenant shall pay Sublandlord's costs or expenses, arising from Sublandlord's involvement with such repairs and replacements upon being billed for same.

15. **ASSIGNMENT AND SUBLETTING.** Subtenant shall not assign, mortgage, hypothecate, encumber or otherwise transfer this Sublease or sublease (which term shall be deemed to include the granting of concessions and licenses and the like) the whole or any part of the Subleased Premises (any of the foregoing, an ***"Assignment"***), without in each case first obtaining the prior written consent of Sublandlord, not to be unreasonably withheld; it being agreed that it shall be deemed reasonable for Sublandlord to withhold its consent to an Assignment if Master Landlord has declined to consent to the same. No Assignment shall relieve Subtenant of any liability under this Sublease. Consent to any such Assignment shall not operate as a waiver of the necessity for consent to any subsequent Assignment. In connection with each request for an Assignment, Subtenant shall pay Sublandlord's reasonable cost of processing such Assignment, including attorneys' fees, and any fees or costs payable under the Master Lease, upon demand of Sublandlord (not to exceed the actual cost charged to Sublandlord by Master Landlord to review the request, plus up to \$1,000 for Sublandlord's review costs). Any assignee or subtenant shall assume all of Subtenant's obligations under this Sublease and be jointly and severally liable with Subtenant hereunder. Any Assignment hereunder must comply with the Master Lease, including, without limitation, the obtaining of any required consent of Master Landlord.

16. **INDEMNITY.** Subtenant shall, except to the extent caused by Sublandlord's gross negligence or willful misconduct, indemnify, protect, defend and hold harmless Master Landlord and Sublandlord and their affiliates, agents, partners and lenders, from and against any and all Claims occurring within the Subleased Premises or arising out of, involving, or in connection with, (a) the use or occupancy of the Subleased Premises by Subtenant, (b) the acts or omissions of Subtenant or any of Subtenant's invitees, agents or employees, (c) any breach of this Sublease by Subtenant, and (d) any violation of Applicable Laws caused by Subtenant. If any action or proceeding is brought against Master Landlord or Sublandlord by reason of any of the foregoing



matters, Subtenant shall upon notice defend the same at Subtenant's expense by counsel reasonably satisfactory to Master Landlord and Sublandlord.

17. **EXEMPTION OF SUBLANDLORD FROM LIABILITY.** Unless caused by Sublandlord's gross negligence or willful misconduct, Sublandlord shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of Subtenant, Subtenant's employees, contractors, invitees, customers, or any other person in or about the Master Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising from the Master Premises or from any other source or place, and regardless of whether the cause of damage or injury or the means of repairing the same is accessible. Notwithstanding anything to the contrary in this Sublease or the Master Lease, in no event whatsoever shall Sublandlord be liable for injury to Subtenant's business or for any loss of income or profit therefrom.

18. **HAZARDOUS MATERIALS.** Subtenant shall at all times comply with, and be bound by, the terms, conditions and provisions of the Master Lease related to Hazardous Materials, including without limitation Section 5.4 of the Master Lease, which are hereby expressly incorporated into this Sublease with each reference therein to "Tenant" being a reference to Subtenant, and each reference therein to the "Premises" being a reference to the "Subleased Premises" and each reference therein to the "Lease" being a reference to this "Sublease". Subtenant shall otherwise comply with, and be bound by, any and all provisions of the Master Lease with respect to Hazardous Materials. For purposes of clarification and not in limitation of the foregoing, Subtenant shall deliver an Environmental Questionnaire (as defined in and attached to the Master Lease) to Sublandlord prior to the Commencement Date.

19. **DAMAGE AND DESTRUCTION; CONDEMNATION.** In no event shall Sublandlord have any obligation to Subtenant to restore the Subleased Premises or the Master Premises if damaged, destroyed or condemned as described in Section 11 or Section 13 of the Master Lease. To the extent any damage, destruction or casualty loss occurs in the Master Premises or Subleased Premises which entitles Sublandlord to terminate the Master Lease, (a) Sublandlord may terminate the Master Lease (in which event this Sublease shall automatically terminate) at its sole election without any liability to Subtenant and (b) Subtenant shall have the same right to terminate this Sublease. With respect to damage, destruction or condemnation (as described in Section 11 and Section 13 of the Master Lease), Subtenant shall have no right to abatement of rent under this Sublease unless Sublandlord is entitled to abatement of rent under the Master Lease with respect to the Subleased Premises.

20. **BROKERS.** Sublandlord and Subtenant hereby represent and warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Sublease, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Sublease, other than: (a) Rich Branning and Bart Lammersen, Jones Lange LaSalle, representing Sublandlord, and (b) Scott Miller and Gregg Walker, Jones Lange LaSalle, representing Subtenant. Each Party agrees to indemnify and defend the other Party against and hold the other Party harmless for, from and against any and all Claims with respect to any leasing commission or equivalent compensation alleged to be owing

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on account of the indemnifying party's dealings with any real estate broker or agent. The indemnities in this Section 20 shall survive the expiration or termination of this Sublease.

21. **NOTICES.** Any notice, demand or request required or desired to be given under this Sublease to Sublandlord or Subtenant shall be in writing via personal delivery, First Class U.S. Mail, return receipt requested, or FedEx and shall be addressed to the address of the Party to be served, as set forth in this Section 21. Either Party may from time to time, by written notice to the other Party in accordance with this Section 21, designate a different address than that set forth below for the purpose of notice. Upon receipt of any notice from Master Landlord, Subtenant shall promptly deliver a copy of such notice to Sublandlord in accordance with the terms and conditions of this Section 21.

**Sublandlord:**

CardioDx, Inc.  
[PRIVATE ADDRESS]

**Subtenant:**

Atreca, Inc.  
500 Saginaw Drive  
Redwood City, CA  
94063  
Attn: VP, Finance and Operations

22. **DEFAULT.** The occurrence of any of the following events (each, an "**Event of Default**") shall constitute a material default and breach of this Sublease by Subtenant: (a) a default under the Master Lease due to Subtenant's acts or omissions, or (b) the occurrence of any of the events described as an "Event of Default" under Section 19.1 of the Master Lease as applicable to Subtenant under this Sublease. Upon any Event of Default under this Sublease, Sublandlord shall have all of the remedies available to Master Landlord pursuant to the Master Lease, including without limitation the remedies enumerated in Section 19.2 of the Master Lease. All rights and remedies of Sublandlord herein enumerated or incorporated by reference above shall be cumulative, and none shall exclude any other right or remedy allowed by law or in equity, and all of the following may be exercised with or without legal process as then may be provided or permitted by the laws of the State of California.

23. **SURRENDER.** On the expiration or earlier termination of this Sublease, Subtenant shall, at its sole cost and expense, surrender and deliver up the Subleased Premises to Sublandlord, together with all improvements thereon, broom clean and in good condition and repair, normal wear and tear, casualty damage, and Sublandlord's and Master Landlord's obligations excepted, and otherwise in accordance with the requirements of the Master Lease, including without limitation Section 5.4.3 and Section 15 of the Master Lease; provided, however, that Subtenant shall not be required to provide an Environmental Assessment unless: (a) Subtenant uses the Subleased Premises for research and development, engineering or laboratory purposes, (b) Subtenant produces, uses, stores or generates Hazardous Materials in accordance with Section 5.4 of the Master Lease, or (c) Subtenant breaches any covenant, term or condition of Section 5.4 of the Master Lease. Unless Sublandlord otherwise agrees in writing, all alterations, additions or improvements affixed to the Subleased Premises shall become the property of Sublandlord and shall be surrendered with the Subleased Premises at the expiration of the Sublease Term, except that, subject to the rights of Master Landlord under the Master Lease, Sublandlord may, by notice to Subtenant at the time of its consent thereto, require Subtenant

to remove by the Expiration Date, or sooner termination of this Sublease, all or any alterations, decorations, fixtures, additions, improvements and the like installed either by Subtenant or by Sublandlord for Subtenant's benefit, and to repair any damage to the Subleased Premises arising from the removal.

24. **HOLDOVER.** If Subtenant fails to surrender the Subleased Premises in accordance with the terms and conditions of this Sublease on or before the Expiration Date (or earlier termination of this Lease), such tenancy shall be from month-to-month only (at a rental rate that is 150% of the monthly rental rate (on a per square foot basis) that Sublandlord pays under this Sublease immediately before the Expiration Date, and shall not constitute a renewal or extension of this Sublease. Notwithstanding any provision to the contrary contained in this Sublease, (i) Sublandlord expressly reserves the right to require Subtenant to surrender possession of the Subleased Premises upon the expiration of the Sublease Term or upon the earlier termination hereof and the right to assert any remedy at law or in equity to evict Subtenant or collect damages in connection with any such holding over, and (ii) Subtenant shall indemnify, defend and hold Sublandlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, attorneys' fees incurred or suffered by Sublandlord by reason of Subtenant's failure to surrender the Subleased Premises on the expiration or earlier termination of this Sublease in accordance with the provisions of this Sublease, including without limitation one hundred percent (100%) of all holdover rent and other costs chargeable to Sublandlord pursuant to the Master Lease as a result of Subtenant's holdover.

25. **PARKING.** During the Sublease Term, Subtenant shall have non-exclusive use on a first come, first served basis of three (3) unreserved parking spaces per every one thousand (1,000) rentable square feet of the Subleased Premises, in accordance with Article 28 of the Master Lease. Subtenant's right to use the parking space is expressly conditioned upon Subtenant's compliance with all rules and regulations respecting parking established from time to time by Sublandlord or Master Landlord.

26. **SIGNAGE.** Subtenant shall not be entitled to any signage in the Master Premises except that Subtenant may, at its sole cost and expense, install signage on the door of the Building entryway and on each door leading to the Subleased Premises (including directional signage at stairwell entrances) provided that any such signage must be approved in advance by Sublandlord and Master Landlord. Upon the expiration or earlier termination of this Sublease, Subtenant shall remove any signage at its sole cost and expense and restore the door to Subtenant's space to the same condition it was in prior to the installation of Subtenant's signage.

27. **GOVERNING LAW.** The terms and provisions of this Sublease shall be construed in accordance with and governed by the laws of the State of California.

28. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Sublease shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Sublease shall be valid and enforceable to the fullest extent possible permitted by law.

29. ATTORNEYS' FEES. If any Party commences litigation against another in connection with this Sublease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

30. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Sublease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Sublease may be executed by a Party's signature transmitted by facsimile or email, and copies of this Sublease executed and delivered by means of faxed or emailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All Parties hereto may rely upon faxed or emailed signatures (including signatures in Portable Document Format) as if such signatures were originals. All Parties hereto agree that a faxed or emailed signature page may be introduced into evidence in any proceeding arising out of or related to this Sublease as if it were an original signature page.

31. ENTIRE AGREEMENT. This Sublease, together with the Master Lease as incorporated or referenced herein, constitutes the entire agreement and complete understanding of the Parties with respect to the matters set forth herein and merges and supersedes all prior, oral and written, agreements and understandings, and all contemporaneous oral agreements and understandings, of any nature whatsoever with respect to such subject matter.

32. MASTER LANDLORD'S CONSENT. This Sublease is subject to and contingent upon and shall be of no force or effect until Master Landlord's execution of a written consent to this Sublease in a form reasonably acceptable to the Parties hereto. In the event Master Landlord does not so execute such Consent to Sublease within thirty (30) days of the date hereof, either Party may terminate this Sublease upon written notice to the other Party after the expiration of such 30 day period.

[Signature page follows.]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease as of the date and year set forth above.

SUBLANDLORD:

CARDIODX, INC.,  
a Delaware corporation

SUBTENANT:

ATRECA, INC.,  
a Delaware corporation

By: /s/David Levison  
Name: David Levison  
Title: President and CEO

By: /s/Tito Serafini  
Name: Tito Serafini  
Title: President and CEO

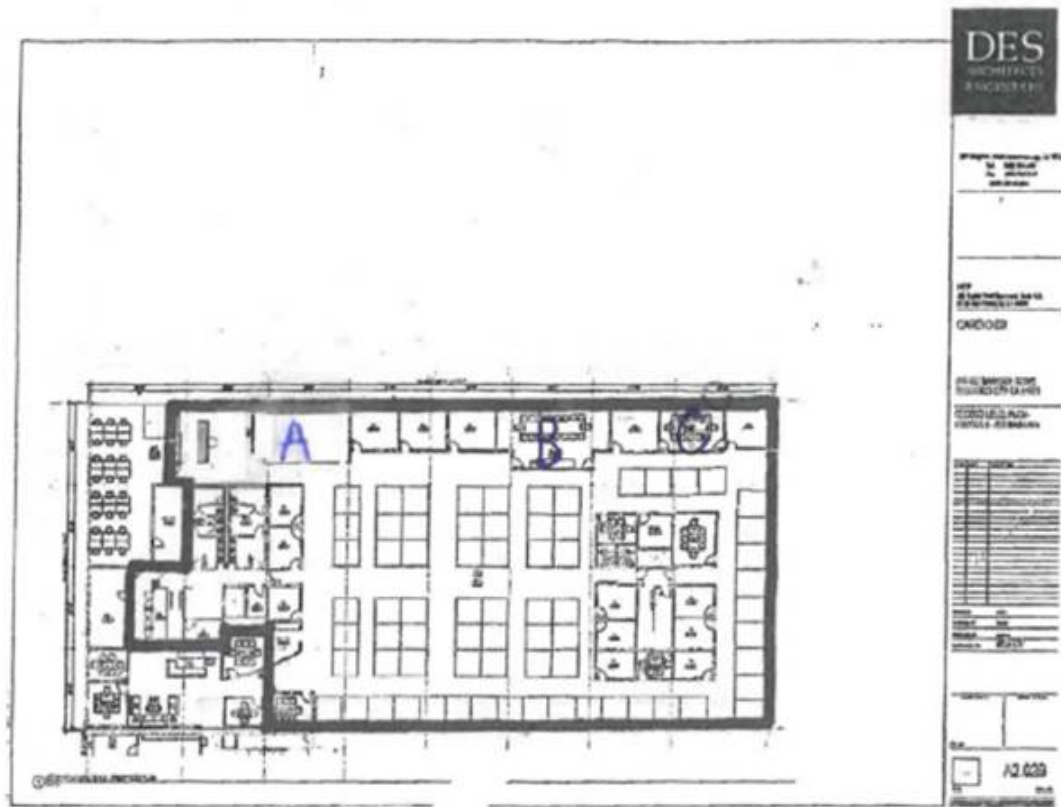
**EXHIBIT A**

**SUBLEASED PREMISES**

(Attached)

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EXHIBIT A  
SUBLEASED PREMISES



**EXHIBIT A**

**SUBLEASED PREMISES (Continued)**

Detailed calculation of 17,990 rentable square feet of Subleased Premises:

22,488 rentable square feet (500 Building Master Premises)

Less 1,657 rentable square feet (Sublandlord's Customer Service, marketing storage and storage area)

Less 1,387 rentable square feet (Sublandlord's Conference Rooms and Reception Area)

Less 719 rentable square feet (Common Area totaling 1,437 square feet; Sublandlord and Subtenant each responsible for fifty percent (50%))

Less 735 rentable square feet (Annex space)

17,990 rentable square feet (Subleased Premises)

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**EXHIBIT B**

**FORM OF CONFIRMATION OF SUBLEASE TERM DATES**

To:

Re: Sublease dated March , 2016 (the "***Sublease***"), between CARDIODX, INC., a Delaware corporation ("***Sublandlord***"), and ATRECA, INC., a Delaware corporation ("***Subtenant***") concerning the Subleased Premises (as defined therein) located at 500 Saginaw Drive, Redwood City, California.

Ladies and Gentlemen:

In accordance with the Sublease, we confirm as follows:

1. That Sublandlord has delivered, and Subtenant has accepted, the Subleased Premises.
  2. That in accordance with the Sublease, the Commencement Date was .
  3. That in accordance with the Sublease, Rent commenced to accrue on .
  4. That in accordance with the Sublease, the Expiration Date is .
  5. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Sublease.
  6. Rent is due and payable in advance on the first day of each and every month during the Sublease Term. Your rent checks should be made payable to at .
  7. Capitalized terms used, but not defined, herein shall have the meanings set forth in the Sublease.
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**SUBLANDLORD:**

CARDIODX, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed to and Accepted as of \_\_\_\_\_, 20\_\_ .

**SUBTENANT**

ATRECA, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_



**EXHIBIT C**

**FURNITURE INVENTORY**

1. 42 Inner Cubicles
  2. 19 Outer Cubicles
  3. 4 Flat Screen Monitors
  4. 2 Projectors
  5. AV Equipment
    - a. 3 Apple TVs (In Conference Rooms A, B and C)
  6. Conference Tables
    - a. 1 Large
    - b. 4 Small
  7. 14 Large Leather Conference Room Chairs
  8. 11 Small Conference Room Chairs
  9. Executive Desks
    - a. 5 Window Office
    - b. 10 Interior Office
  10. 2 Credenzas
  11. 2 Wardrobes
  12. 15 Cubicle File Cabinets
  13. 18 Cubicle Drawer Cabinets
  14. 6 Large File Cabinets
  15. 2 Book Shelves
  16. 7 Small Whiteboards
  17. 2 Large Whiteboards
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## EXHIBIT D

### SHARED IDF, POWER AND CONTROL OF ACCESS

#### *Cabling; Shared IDF; Modifications for IT Purposes*

Subtenant may either use existing cabling or install its own cabling for network data and voice connectivity in the Subleased Premises. If Subtenant elects to install its own cabling, Subtenant shall do so at its sole cost and expense, in strict accordance with the terms and conditions of Section 8 of the Master Lease including, without limitation, acquiring the Master Landlord's consent to any installation (collectively, the "***Alteration Requirements***"). The cabling will be terminated in the IDF room (room number 262 on the floor plan) where Subtenant will install necessary network equipment, UPS devices, monitoring equipment and additional power (where required). Subtenant may install necessary fiber or cables to connect from the second floor IDF to Subtenant's network equipment on the first floor in strict accordance with the Alteration Requirements.

Subtenant and Sublandlord shall share use of the second floor IDF room. Subtenant may, at its election, have sole use of one of the two 19" racks present in the IDF room. Subtenant may require that Sublandlord physically separate its network cable terminations and networking equipment from Subtenant's, for example by installing a separate patch panel and network equipment in the second of the two 19" racks. Regardless of the approach, if Subtenant chooses to have Sublandlord physically separate its equipment from Subtenant's, Subtenant is solely responsible for paying the costs to achieve the separation. Subtenant will prepare a proposal for Sublandlord's review. Sublandlord agrees to not unreasonably withhold approval. Subtenant may install appropriate physical controls around its network equipment and connections.

Subtenant may cross connect copper cables from its network equipment to any of the Subtenant ports in scope which terminate in a patch panel mounted on one of the 19" racks. All ports within the Subtenant space should be identified and clearly marked. Subtenant and Sublandlord agree to make all reasonable efforts to avoid interfering with the function of each other's networking cables and equipment.

Subtenant may make any reasonable modifications to the Subleased Premises that are necessary for IT purposes in strict accordance with the Alteration Requirements, including installation of wireless access points, additional network drops, cabling for audio/visual equipment, security cameras, printers and card key controlled locks on doors.

#### *Access to Electrical Room; Security*

The electrical room for the Subleased Premises and the shared IDF room are in Room 261. Sublandlord will provide Subtenant with access to the electrical room upon request, not to be unreasonably withheld.

Subtenant may install necessary equipment, including locks and card key readers, to control ingress and egress from the Subleased Premises in strict accordance with the Alteration Requirements.

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**FIRST AMENDMENT TO SUBLEASE  
(500 SAGINAW DRIVE, REDWOOD CITY, CALIFORNIA)**

THIS FIRST AMENDMENT TO SUBLEASE (this “**Amendment**”) is entered into as of August 25th, 2017 (as may be adjusted pursuant to Section 4, the “**Effective Date**”), by and between CARDIODX, INC., a Delaware corporation (“**Sublandlord**”), and ATRECA, INC., a Delaware corporation (“**Subtenant**”).

**RECITALS**

A. Sublandlord and Subtenant are parties to that certain Sublease dated as of March 22, 2016 (the “**Original Sublease**”), whereby Subtenant subleases certain premises from Sublandlord consisting of approximately 17,990 rentable square feet located on the second floor of the building commonly known as 500 Saginaw Drive, Redwood City, California (the “**Original Subleased Premises**”);

B. Sublandlord and Subtenant desire to amend the Original Sublease to, among other things, extend the Sublease Term and expand the Subleased Premises;

C. The Original Sublease, as modified by this Amendment, shall be referred to herein as the “**Sublease**”; and

D. Effective from and after the Effective Date, Sublandlord and Subtenant desire to modify and amend the Original Sublease only in the respects and on the terms and conditions hereinafter stated.

**AGREEMENT**

NOW, THEREFORE, Sublandlord and Subtenant in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. RECITALS. The foregoing recitals are hereby made a part of this Amendment.

2. DEFINITIONS. Capitalized terms used but not defined in this Amendment have the meanings set forth in the Original Sublease.

3. AMENDMENTS TO ORIGINAL SUBLEASE. Effective as of the Effective Date, the Original Sublease is modified and amended as between the Sublandlord and Subtenant as follows:

(a) Expansion of Sublease Premises. The Original Subleased Premises shall be expanded to include an additional approximately 2,376 rentable square feet of the Master Premises, as outlined on Exhibit A attached hereto (the “**Expansion Premises**”). The Subleased Premises, as expanded to include the Expansion Premises, consists of approximately 20,366 total rentable square feet. All references to the “Subleased Premises” in the Original Sublease shall mean the Original Subleased Premises as expanded to include the Expansion Premises, and

Exhibit A of the Original Sublease is hereby deleted and replaced with Exhibit A attached hereto. Sublandlord shall deliver to Subtenant possession of the Expansion Premises on the Effective Date in its then existing condition and state of repair, "AS IS", and Sublandlord shall not be obligated to pay for any improvement, remodeling or refurbishment work or provide any services related to the improvement, remodeling or refurbishment of the Expansion Premises. Notwithstanding the foregoing, the door that separates Subtenant's Expansion Space from Sublandlord's remaining Master Premises (reception area/conference rooms) shall be keyed by Subtenant in the same manner as the other door from Sublandlord's remaining Master Premises (reception area/conference rooms) to Subtenant's Original Subleased Premises. Upon the Effective Date, Subtenant shall assume janitorial responsibility for the Subleased Premises and for the Common Area within the Master Premises.

(b) Extension of Sublease Term. The Sublease Term is hereby extended through and until April 30, 2020. All references to the "Expiration Date" in the Original Sublease shall mean April 30, 2020.

(c) Amendment to Base Rent. Section 4 of the Original Sublease is hereby deleted and replaced in its entirety with the following:

4. BASE RENT. Subtenant shall pay base rent to Sublandlord in the following amounts during the following periods (each payment, a monthly installment of "**Base Rent**");

Months of Lease Term	Monthly Installment of Base Rent	Monthly Base Rental Rate Per Rentable Square Foot
1-12	\$ 37,779.00	\$ 2.10
13-Effective Date	\$ 38,858.40	\$ 2.16
Effective Date-24	\$ 43,990.56	\$ 2.16
25-36	\$ 45,416.18	\$ 2.23
37-48	\$ 46,841.80	\$ 2.30

If the Effective Date is other than the first day of the month, Base Rent for the month on which Effective Date occurs will contain a pro-rata adjustment.

(d) Amendment to Subtenant's Share of Direct Expenses. From and after the Effective Date, all references to "80%" in the first grammatical paragraph of Section 5 of the Original Lease are hereby changed to "90.56%". For the avoidance of doubt, "Subtenant's Share of Direct Expenses" shall mean an amount which equals (a) 90.56%, multiplied by (b) the Direct Expenses attributable to the 500 Building Master Premises payable by Sublandlord to Master Landlord pursuant to Article 4 of the Master Lease.

(e) Increase of the Security Deposit. On or before the Effective Date, Subtenant shall deposit with Sublandlord the sum of \$10,264, which Sublandlord shall hold as an additional Security Deposit pursuant to Section 7 of the Original Sublease. After such deposit, the total Security Deposit held by Sublandlord shall be \$85,879.

(f) Signage. Subject to Master Landlord's consent, Subtenant shall have the right to have its name/panel installed on one-half of the monument sign located at the exterior of the Project, at Subtenant's sole cost and expense, and otherwise in accordance with the terms of the Master Lease. For the avoidance of doubt, Subtenant's name/panel will be located above the "500" panel on the existing monument sign, which is, as of the date first written above, shared by Sublandlord and Subtenant. Subject to Master Landlord's consent, Subtenant will have the exclusive right to have its name/panel above the "500" panel on the existing monument sign, and Sublandlord will continue to have the exclusive right to have its name/panel above the "600" panel on the existing monument sign.

(g) Parking. In addition to the unreserved parking spaces granted to Subtenant in the Original Sublease, Subtenant shall be granted one (1) reserved parking space in the circle parking area directly in front of the Building closest to Subtenant's existing reserved parking spaces, the signage and striping therefor, if required, to be paid by Subtenant, at its sole cost and expense. Such signage and striping shall be subject to Master Landlord's consent. For the avoidance of doubt, as of the date first written above, with respect to the reserved parking spaces, Subtenant has two (2) reserved parking spaces under the terms of its direct lease with Master Landlord and shall be entitled to one (1) additional reserved parking spot under the Sublease, and Sublandlord shall be entitled to the three (3) remaining reserved parking spaces granted to Sublandlord pursuant to the terms of the Master Lease.

(h) Amendment and Restatement of Exhibit C. Exhibit C of the Original Sublease is hereby deleted and replaced with **Exhibit B** attached hereto. All references to "Furniture" in the Original Lease shall mean the items listed on **Exhibit B** attached hereto.

(i) Amendment to Exhibit D. Subtenant shall provide Sublandlord with access to any electrical and/or data room located in the Subleased Premises which also serves the Master Premises. Subtenant shall give Sublandlord a key fob or access control card for such purposes.

4. EFFECTIVE DATE; MASTER LANDLORD CONSENT. This Amendment is subject to and contingent upon and shall be of no force or effect until Master Landlord's execution of a written consent to this Amendment in a form reasonably acceptable to Sublandlord and Subtenant. In the event Master Landlord does not execute such consent by the date that is thirty (30) days after Subtenant and Sublandlord have both executed this Amendment, this Amendment shall not be void or voidable, nor shall Sublandlord have any liability therefore whatsoever, but the Effective Date shall be extended until the date Master Landlord so delivers such consent.

5. CONFIRMATION OF DATES; ESTOPPEL. Sublandlord and Subtenant each confirm (a) the Commencement Date of the Sublease was April 11, 2016, (b) Rent due under the Sublease commenced to accrue on April 11, 2016, and (c) the Expiration Date of the Sublease (as modified by this Amendment) is April 30, 2020. To Sublandlord's knowledge, Subtenant is not in default of the Sublease, nor has any event occurred which, but for the passage of time or giving of notice, would constitute a default by Subtenant under the Sublease. To Subtenant's knowledge, Sublandlord is not in default of the Sublease, nor has any event occurred which, but for the passage of time or giving of notice, would constitute a default by Sublandlord under the Sublease.

6. BROKER. Sublandlord and Subtenant (each, an “**Indemnifying Party**”) each represents and warrants to the other parties (each, an “**Indemnified Party**”) that it has not dealt with any broker or agent in the negotiation for or the obtaining of this Amendment and agrees to reimburse, indemnify, save, defend (at Indemnified Party’s option and with counsel reasonably acceptable to Indemnified Party, at Indemnifying Party’s sole cost and expense) and hold harmless the Indemnified Parties from and against any and all cost or liability for compensation claimed by any such broker or agent employed or engaged by it or claiming to have been employed or engaged by it. The provisions of this Section 6 shall survive the expiration or sooner termination of the Sublease.

7. EFFECT OF AMENDMENT. Except as modified by this Amendment, the Original Sublease and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between the terms contained in this Amendment and the Original Sublease, the terms contained in this Amendment shall supersede and control the obligations and liabilities of the parties.

8. FURTHER AMENDMENTS TO THE SUBLEASE. The parties acknowledge and agree that the provisions of the Sublease may only be further modified, amended or supplemented by an agreement in writing signed by Sublandlord and Subtenant.

9. SUCCESSORS AND ASSIGNS. Each of the covenants, conditions and agreements contained in this Amendment shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective heirs, legatees, devisees, executors, administrators and permitted successors and assigns and sub-sublessees. Nothing in this Section 9 shall in any way alter the provisions of the Sublease relating to assignment or subletting.

10. MISCELLANEOUS. This Amendment becomes effective only upon (a) execution and delivery hereof by Sublandlord and Subtenant, and (b) receipt by Sublandlord of Master Landlord’s written consent to this Amendment. The captions of the paragraphs and subparagraphs in this Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof. Submission of this instrument for examination or signature by Subtenant does not constitute a reservation of or option for a sublease, and shall not be effective as a sublease amendment or otherwise until execution by and delivery to Sublandlord and Subtenant.

11. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

[signatures follow]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Amendment as of the date and year first above written.

**SUBLANDLORD:**

CARDIODX, INC.,  
a Delaware corporation

By: /s/Timothy Henn  
Name: Timothy Henn  
Title: CFO

**SUBTENANT:**

ATRECA, INC.,  
a Delaware corporation

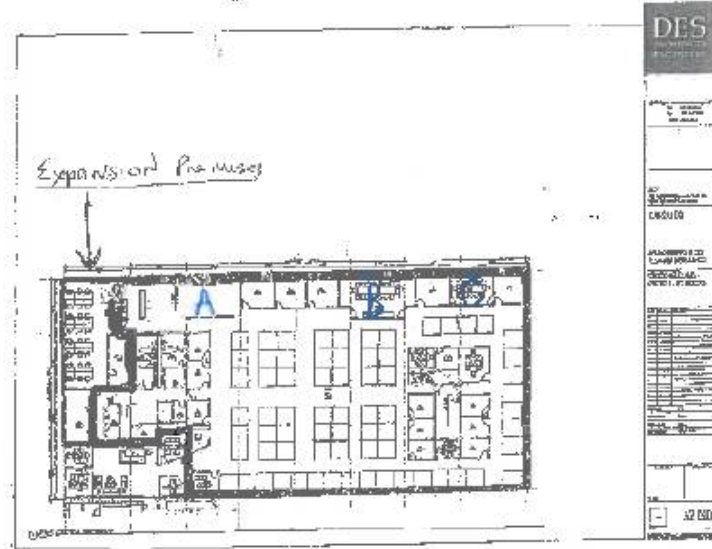
By: /s/Tito Serafini  
Name: Tito Serafini  
Title: President and CEO

**EXHIBIT A**

**SUBLEASED PREMISES**

AcuSign Envelope ID: 822BF3BA-PD2F-4AF0-401C-318A72239174

**EXHIBIT A  
SUBLEASED PREMISES**





**EXHIBIT A**

**SUBLEASED PREMISES (Continued)**

Detailed calculation of 20,366 rentable square feet of Subleased Premises:

22,488 rentable square feet (500 Building Master Premises)

Less 1,387 rentable square feet (Sublandlord's Conference Rooms and Reception Area)

Less 735 rentable square feet (Annex space)

20,366 rentable square feet (Subleased Premises)

**EXHIBIT B**

**FURNITURE INVENTORY**

1. 42 Inner Cubicles
2. 19 Outer Cubicles
3. 4 Flat Screen Monitors
4. 2 Projectors
5. AV Equipment
  - a. 3 Apple TVs (In Conference Rooms A, B and C)
6. Conference Tables
  - a. 1 Large
  - b. 4 Small
7. 14 Large Leather Conference Room Chairs
8. 11 Small Conference Room Chairs
9. Executive Desks
  - a. 5 Window Office
  - b. 10 Interior Office
10. 2 Credenzas
11. 2 Wardrobes
12. 15 Cubicle File Cabinets
13. 18 Cubicle Drawer Cabinets
14. 6 Large File Cabinets
15. 2 Book Shelves
16. 7 Small Whiteboards
17. 2 Large Whiteboards

**EXHIBIT B**

**EXPANSION PREMISES FURNITURE INVENTORY (Continued)**

1. 11 Cubicles
2. 2 Small Tables
3. 2 Small Whiteboards

# Frank, Rimerman + Co. LLP

April 22, 2019

Securities and Exchange Commission  
100 F Street, N.E.  
Washington, DC 20549 Commissioners:

We have read the statements (copy attached) made by Atreca, Inc. pursuant to Item 304(a)(1) of Regulation S-K, which we understand will be filed with the Securities and Exchange Commission as part of a Registration Statement on Form S-1 of Atreca, Inc. We agree with the statements concerning our Firm contained therein.

Very truly yours,

/s/ Frank, Rimerman + Co. LLP

Attachment

Certified  
Public  
Accountants



Palo Alto  
San Francisco  
San Jose  
St. Helena

### *Dismissal of Independent Registered Public Accounting Firm*

*We dismissed Frank, Rimerman + Co. LLP, or Frank, Rimerman, as our independent registered public accounting firm on November 13, 2017. The decision to dismiss Frank, Rimerman was approved by our board of directors.*

*The report of Frank, Rimerman on the financial statements for 2016 contained no adverse opinion or a disclaimer of opinion, and was not qualified or modified as to uncertainty, audit scope or accounting principle. Frank, Rimerman did not perform an audit of our 2017 financial statements.*

*During 2016, and the subsequent period through November 13, 2017, (1) there were no disagreements (as that term is used in Item 304(a)(1)(iv) of Regulation S-K and the related instructions) between us and Frank, Rimerman on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Frank, Rimerman, would have caused Frank, Rimerman to make reference thereto in its report on our financial statements for the year ended December 31, 2016, and (2) there were no “reportable events” as such term is defined in Item 304(a)(1)(v) of Regulation S-K.*

*We have provided Frank, Rimerman with a copy of the disclosures set forth under the heading “Changes in Independent Registered Public Accounting Firm” included in this prospectus and have requested that Frank, Rimerman furnish a letter addressed to the SEC stating whether or not Frank, Rimerman agrees with statements related to them made by us under the heading “Change in Independent Registered Public Accounting Firm” in this prospectus. A copy of that letter is filed as Exhibit 16.1 to the registration statement of which this prospectus forms a part.*

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List of Subsidiaries of Atreca, Inc.

The following is a list of subsidiaries of Atreca, Inc. and the state or other jurisdiction in which each was organized.

Subsidiary	Jurisdiction of Formation
Atreca Pte. Ltd.	Singapore

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the use in this Registration Statement on Form S-1 of our report dated March 5, 2019 (except for Note 14 as to which the date is April 23, 2019) relating to the consolidated financial statements of Atreca, Inc. appearing in the Prospectus, which is part of this Registration Statement on Form S-1.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ OUM & CO. LLP  
San Francisco, California  
May 24, 2019

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QuickLinks

[Exhibit 23.1](#)

[CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM](#)