

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

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

For the fiscal year ended **December 31, 2021**

OR

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

For the transition period from ____ to ____

Commission file number **001-38935**

ATRECA, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-3723255
(I.R.S. Employer
Identification No.)

835 Industrial Road, Suite 400,
San Carlos, CA 94070
(Address of principal executive offices)
(Zip Code)

(650)-595-2595
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock	BCEL	The Nasdaq Global Select Market

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, based on the closing price of the registrant's shares of Class A common stock as reported by The Nasdaq Select Global Market on June 30, 2021 (the last business day of the registrant's second fiscal quarter), was approximately \$198.4 million. Shares of Class A common stock held by each executive officer and director and stockholders known by the registrant to own 10% or more of the outstanding stock based on public filings and other information known to the registrant have been excluded since such persons may be deemed affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of March 3, 2022, the registrant had 31,043,356 shares of Class A common stock, \$0.0001 par value per share and 6,715,441 shares of Class B common stock, \$0.0001 par value per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement relating to its 2022 annual meeting of shareholders, or the 2022 Proxy Statement are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. The 2022 Proxy Statement will be filed with the U.S. Securities and Exchange Commission not later than 120 days after the end of the registrant's fiscal year ended December 31, 2021.

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Special Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K for the year ended December 31, 2021, or Form 10-K, and the information incorporated herein by reference, particularly in the sections captioned “Risk Factors” under Part I, Item 1A, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” under Part II, Item 7 and “Business” under Part I, Item 1, contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, that are based on our management’s beliefs and assumptions and on information currently available to our management. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified. All statements other than present and historical facts and conditions contained in this Form 10-K, including statements regarding our future results of operations and financial position, business strategy, plans and our objectives for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “anticipate,” “believe,” “can,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “objective,” “ongoing,” “plan,” “potential,” “predict,” “project,” “should,” “will,” or “would,” or the negative of these terms or other comparable terminology. Actual events or results may differ from those expressed in these forward-looking statements, and these differences may be material and adverse. Forward-looking statements include, but are not limited to, statements about:

- 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 when administered in a human subject;
- our expectations and beliefs regarding the market for cancer therapies and development of the immunology 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
- other factors discussed elsewhere in this Form 10-K.

We have based the forward-looking statements contained in this Form 10-K primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, prospects, business strategy and financial needs. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, assumptions and other factors described in Part I, Item 1A, “Risk Factors” and elsewhere in this Form 10-K. These risks are not exhaustive. Other sections of this Form 10-K include additional factors that could adversely affect our business and financial performance. 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 Form 10-K. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame or at all.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Form 10-K, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all

potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

The forward-looking statements made in this Form 10-K relate only to events as of the date on which such statements are made. We undertake no obligation to update any forward-looking statements after the date of this Form 10-K or to conform such statements to actual results or revised expectations, except as required by law. Unless the context otherwise indicates, references in this report to the terms “Atreca,” “the Company,” “we,” “our” and “us” refer to Atreca, Inc., its divisions and its subsidiary. All information presented herein is based on our fiscal calendar. Unless otherwise stated, references to particular years, quarters, months or periods refer to the Company’s fiscal years ended in December and the associated quarters, months and periods of those fiscal years.

This Form 10-K contains market data and industry forecasts that were obtained from industry publications. These data and forecasts involve a number of assumptions and limitations, and you are cautioned not to give undue weight to such information. We have not independently verified any third-party information. While we believe the market position, market opportunity and market size information included in this Form 10-K is generally reliable, such information is inherently imprecise.

Risk Factor Summary

Below is a summary of material factors that make an investment in our common stock speculative or risky. Importantly, this summary does not address all the risks and uncertainties that we face. Additional discussion of the risks and uncertainties summarized in this risk factor summary, as well as other risks and uncertainties that we face, can be found under “Special Note Regarding Forward-Looking Statements” and Part I, Item 1A, “Risk Factors” in this Form 10-K. The below summary is qualified in its entirety by those more complete discussions of such risks and uncertainties. You should consider carefully the risks and uncertainties described under Part I, Item 1A, “Risk Factors” in this Form 10-K as part of your evaluation of an investment in our common stock.

Risks Related to Our Business

- We are a clinical-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.
- ATRC-101 is in clinical trials. It may fail in development or suffer delays that materially and adversely affect its commercial viability.
- ATRC-101 may not demonstrate the combination of safety and efficacy necessary to become approvable or commercially viable.
- The COVID-19 pandemic continues to impact our business, and could have a material adverse impact on our business and our operations, including at our laboratories and office locations and at our clinical trial sites, as well as the business and operations of our manufacturers, CROs or other third parties with whom we conduct business.
- 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.
- 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 antibodies using our discovery platform is novel and unproven and may not result in marketable products.
- 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.
- If there are undesirable side effects caused by ATRC-101 or any potential future product candidate in clinical trials or after receiving marketing approval, our ability to market and derive revenue from the product candidate could be compromised.
- 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.

- 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.
- 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 have entered into, and may in the future enter into, strategic transactions for the research, development and commercialization of certain of our current and potential future product candidates. If any of these transactions are not successful, then we may not be able to capitalize on the market potential of such product candidates. Further, we may not be able to enter into future 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.
- 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 or fail, which would have material and adverse impacts on our business and financial condition.
- 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.

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.
- 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.
- 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.
- 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.
- 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.

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
- 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. 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.
- 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 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.

Risks Related to Our Class A Common Stock

- Our stock price may be volatile and purchasers of our Class A common stock could incur substantial losses.
- 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.
- Future sales and issuances of our Class A common stock or Class B common stock or rights to purchase Class A common stock or Class B common stock, including pursuant to our 2019 Equity Incentive Plan, could result in additional dilution of the percentage ownership of our stockholders and could cause our stock price to fall.
- Our ability to use net operating losses, or NOLs, to offset future taxable income may be subject to certain limitations.

PART I

Item 1. Business

Overview

We are a clinical-stage biopharmaceutical company utilizing our differentiated platform to discover and develop novel antibody-based therapeutics 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 oncology targets. We believe the fact that our approach has the potential to deliver novel, previously unexplored 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 2,000 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. In 2020, we commenced clinical development of ATRC-101 with a Phase 1b clinical trial evaluating ATRC-101 as a monotherapy in patients with select solid tumors which is ongoing, and in 2021 we expanded clinical development by opening a new cohort to evaluate ATRC-101 in combination with a PD-1 checkpoint inhibitor. Our efforts beyond ATRC-101 are focused on expanding our clinical pipeline by advancing additional product candidates using our large library of "hit" antibodies that bind preferentially to tumor tissue across patients. To that end, via internal efforts and partnerships, we are both continuing to develop our platform and combining the novel antibodies that are generated by our platform with antibody "weaponization" technologies.

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, the antibodies of which are generated in patients who have adaptive immune system responses against their tumor tissue.

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, through clinical trials in multiple types of solid tumors.** ATRC-101 is the first candidate identified using our discovery platform that has advanced into a clinical trial. 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. In February 2020, we commenced clinical studies to evaluate ATRC-101 in a monotherapy setting and in September 2021 we opened a new cohort to evaluate ATRC-101 in combination with a PD-1 checkpoint inhibitor. We may also evaluate this candidate in combination with other agents in one or more solid tumors in the future.
- **Continue efforts to develop a pipeline of antibody-based product candidates for oncology.** While our only product candidate that is currently in clinical development is ATRC-101, we have utilized our differentiated drug discovery approach to identify over 2,000 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 antibody-drug conjugates (ADCs) and T-cell engaging 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. Product candidates developed pursuant to activities undertaken with our collaborators may be subject to certain collaborator rights.

- **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 continue 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.
- **Continue to invest in our discovery platform to further enhance our ability to identify novel antibodies and to generate clinical candidates from our growing hit library.** A key pillar of our discovery platform is our proprietary sample repository, which includes over 1,800 blood-derived samples sourced from over 500 patients representing over 30 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 discovery of novel targets in non-autologous tumor tissue and antibodies that bind to them. We also plan to continue to enhance our capabilities to translate these proprietary findings into product candidates such as through further expansion of our target identification capabilities.
- **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.

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 antibodies and their targets, 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 per study. We have built our bioinformatics expertise in assembling and analyzing our antibodies over nine years of operations. Our hit antibody generation process has been enhanced to deliver hits at a high rate, has already generated over 2,000 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 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 1,800 samples from over 500 donors, representing over 30 different solid tumor types. We then examine these samples for rare antibody-producing B cells called plasmablasts that are normally 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.

From the plasmablasts 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 or epitopes 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 antibodies useful for targeting tumor tissue and their targets.
- Generate candidates that attack tumor tissue.
- Develop potential treatments for large populations of patients across multiple tumor types.

Pipeline Programs

ATRC-101

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, and we have demonstrated that certain chemotherapeutic agents can drive expression of the target of ATRC-101 in a variety of solid tumors. 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, containing RNA and a number of RNA binding proteins, to which ATRC-101 binds via a tumor-specific epitope.

We believe the mechanism of action of ATRC-101 involves systemic delivery of an agent targeting a ribonucleoprotein (RNP), which causes remodeling of the tumor microenvironment and the destruction of tumor cells via activating first the innate immune system, which then leads to an adaptive immune response that targets tumor tissue. While we believe that this mechanism is novel for a candidate therapeutic in oncology, the mechanism is known to drive immune responses in humans in autoimmune and infectious disease. 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 launched an open-label dose escalation monotherapy trial in patients with solid tumors in early 2020 and advanced into monotherapy expansion cohorts in 2021 based on the activity and safety profile we observed in the dose escalation portion of the study. We also opened a new cohort in late 2021 to evaluate ATRC-101 in combination with a

PD-1 checkpoint inhibitor and we may explore ATRC-101 in combination with other agents as well, including with potentially select chemotherapeutics. 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. We have filed multiple U.S. provisional patent applications relating to ATRC-101 and its variants. In February 2020, we filed a nonprovisional patent application in the U.S., an international patent application under the Patent Cooperation Treaty, and a patent application in Taiwan, each relating to ATRC-101 and its variants.

APN-122597

APN-122597 is an antibody we identified using our platform that binds to EphA2, a receptor tyrosine kinase (RTK) validated as a known tumor target that is overexpressed in tumor tissue in multiple cancers, but with no approved therapies targeting it. Multiple Fv sequences have been engineered from APN-122597 that possess decreased developability risk and demonstrate a range of potencies. The novel, extracellular epitope of our anti-EphA2 antibodies is conformational and membrane proximal, with residues that are conserved across human and toxicology species. Our anti-EphA2 antibodies have displayed very limited reactivity in normal tissue cross-reactivity studies, and they display reactivity on tumor tissue that is differentiated from that of clinical candidates developed in the past by others. We have demonstrated potent in vitro and in vivo activities for our antibodies engineered in multiple weaponized formats.

ATRC-501/MAM01

ATRC-501 is an engineered version of an antibody that we discovered using our platform that targets the circumsporozoite protein of *Plasmodium falciparum*, the protozoan that causes the deadliest form of malaria. We have entered into a licensing agreement with the Bill & Melinda Gates Medical Research Institute for the development and commercialization of MAM01/ATRC-501 for the prevention of malaria. Under the agreement, Gates MRI will lead the development of MAM01/ATRC-501 and receive commercial rights in GAVI, the Vaccine Alliance ("GAVI"), eligible countries located in malaria-endemic regions of the world, while Atreca will retain commercial rights in the U.S., Europe and parts of Asia. Potential product development opportunities for Atreca include developing MAM01/ATRC-501 for prevention of malaria for those traveling to regions where the infection may be circulating.

Weaponization Approaches

The adaptive immune response against tumor tissue in a patient, from which our platform identifies hit antibodies, generates antibodies that often recognize tumor tissue, but not necessarily those, delivered as a monoclonal, that can cause potent tumor cell killing via binding of these "naked" antibodies to their targets. In order to drive tumor cell killing using tumor-targeting antibodies, such antibodies can be "weaponized" to include additional protein domains or small molecules that engage both immunotherapeutic and other mechanisms. Two such weaponization approaches that we are pursuing are building T cell engagers and antibody-drug conjugates (ADCs).

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 (e.g., CD3 or CD137/4-1BB) 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 industry-standard assays for T cell dependent cellular cytotoxicity (TDCC). In these assays, 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.

In July 2020, we entered into a Collaboration and License Agreement with Xencor, Inc., to research, develop and commercialize novel CD3 bispecific antibodies as potential therapeutics in oncology. This agreement calls for a three-year research program in which we will provide antibodies against novel tumor targets through our discovery platform from which Xencor, Inc. will engineer XmAb bispecific antibodies that also bind to the CD3 receptor on T cells. In the future, we also may selectively pursue additional 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.

Antibody-drug conjugates

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. 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.

We are pursuing 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. To this end, we are currently working with an undisclosed partner under a Material Transfer Agreement (MTA).

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 Phase 1b clinical studies, and engaged with additional CDMOs as potential suppliers to ensure sufficient clinical material for our existing trials and provides a path to generate the required manufacturing information that is part of a BLA and initial commercial supplies.

Our current and expected future contractual CDMOs have a long, successful track record of manufacturing 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, regulatory, and commercial 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, Neurimmune Holding AG, OncoResponse, 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. As we and our competitors introduce new products and offerings, and as existing products evolve, we expect to become subject to additional competition.

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.

As of February 15, 2022, we own:

- Issued patents in the U.S., China, Japan, Singapore, and Australia and pending patent applications in the PCT (Patent Cooperation Treaty), U.S. and in multiple foreign countries relating to our platform-related technology;
- Pending patent applications in the PCT, U.S. and in multiple foreign countries relating to ATRC-101 and related variants;
- Pending patent applications in the U.S. and Europe relating to our anti-malarial therapeutic antibodies;
- Pending PCT and provisional U.S. patent applications relating to our SARS-CoV-2 therapeutic antibodies;
- Pending provisional U.S. applications related to our pipeline therapeutic candidates.

As of February 15, 2022, we exclusively license from Stanford University relating to our platform-related technology:

- Pending patent applications in the U.S. and in multiple foreign countries; and
- Issued patents in the U.S, Europe, Japan, South Korea, Australia, Mexico, New Zealand, Russia, Hong Kong, South Africa, Israel, and Canada.

As of February 15, 2022, we co-own:

- Pending U.S and European patent applications with collaborators relating to anti-HIV antibodies; and
- Issued U.S. patent and pending European patent application with a collaborator relating to anti-malarial antibodies.

Government Regulation

Our business activities are subject to various laws, rules, and regulations of the United States as well as of foreign governments. Compliance with these laws, rules, and regulations has not had a material effect upon our capital expenditures, results of operations, or competitive position, and we do not currently anticipate material capital expenditures for environmental control facilities. However, compliance with existing or future governmental regulations could have a material impact on our business in subsequent periods. Refer to the sections captioned “Risk Factors” under Part I, Item IA and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” under Part II, Item 7 for a discussion of these potential impacts.

U.S. biological products development process

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.

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 or of the Sponsor 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 or partial 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 being studied in oncology indications, the investigational product is initially introduced into patients with the target disease or condition. These trials are designed to test the safety, dosage tolerance, absorption, metabolism and distribution of the investigational product in humans, to identify possible side effects associated with increasing doses, and, if possible, to gain early evidence on effectiveness.
- 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 randomized 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 and their covered subcontractors 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 (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), other healthcare professionals (such as physician assistants and nurse practitioners), 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.

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.

There have been executive and Congressional efforts to modify, repeal, or otherwise invalidate all, or certain provisions of, the ACA. In June 2021, the U.S. Supreme Court dismissed a challenge on procedural grounds that argued the ACA is unconstitutional in its entirety because the "individual mandate" was repealed by Congress. Thus, the ACA will remain in effect in its current form. Further, prior to the U.S. Supreme Court ruling, President Biden issued an executive order that initiated a special enrollment period for obtaining health insurance coverage through the ACA marketplace, and instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare. The ACA may be subject to additional judicial or Congressional challenges in the future. It is unclear how any such challenges and the healthcare reform measures of the Biden administration will impact the ACA.

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, Presidential executive orders, 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, in July 2021, the Biden administration released an executive order, "Promoting Competition in the American Economy," with multiple provisions aimed at prescription drugs. In response to Biden's executive order, in September 2021, HHS released a Comprehensive Plan for Addressing High Drug Prices that outlines principles for drug pricing reform and sets out a variety of potential legislative policies that Congress could pursue to advance these principles. No legislation or administrative actions have been finalized to implement these principles. In addition, Congress is considering drug pricing as part of other reform initiatives. 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. Further, it is possible that additional governmental action is taken in response to the ongoing COVID-19 pandemic.

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. . Similar challenges to obtaining coverage and reimbursement for our product candidates, if approved, will apply to our companion diagnostics.

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.

Human Capital Resources

We believe our culture and commitment to our employees provides unique value to our company and our stockholders. We foster a collaborative, healthy, safe, and inclusive workplace for our employees. As of December 31, 2021, we had 134 full-time employees, 98 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.

Values

We believe our values of “Patient-Driven Science,” “Integrity,” “Respect,” “Collaboration,” “Transparency,” and “Fun” are the foundation for our success. These values create a culture that focuses on science and patients and promotes trust, teamwork, and celebration.

Communication and Engagement

We encourage communication and engagement so that employees can hear directly from leadership and have the opportunity to ask questions, make suggestions, and provide input. We communicate frequently and transparently through a variety of methods, including video and written communications, company-wide town hall meetings, employee surveys and our company intranet. We proactively acknowledge individual and team contributions through various rewards and award programs. We believe our communication and engagement efforts keep employees informed and motivated.

We also maintain an ethics and compliance hotline that is available to all of our employees to report (anonymously if desired) any matter of concern.

Diversity and Inclusion

We value our employees' diversity – from gender, race and sexuality to thoughts, interests, languages and beliefs. We encourage employees to leverage their unique backgrounds and varied life experiences to build a strong company, and we actively seek employee participation in our diversity and inclusion initiatives. Our commitment to diversity and inclusion has led us to expand our efforts, both through internal programs and external contributions, to increase diversity within our organization and support equality outside our organization.

Talent Acquisition

We believe that successful talent acquisition starts with hiring the right people. We utilize innovative tools and structured processes intended to convey what makes our company unique as an employer to better attract diverse and highly qualified candidates. Our strong branding and sourcing efforts allow us to hire the best talent.

Health and Wellness

We are committed to the health, safety, and wellness of our employees. We offer a comprehensive compensation and benefits program aimed at the health, work/life balance, and financial needs of our employees, including market-competitive pay, broad-based stock grants and bonuses, healthcare benefits, retirement savings plans, including a 401k matching contribution, paid time off and paid family leave, flexible work schedules, on-site health and fitness centers, free preventative care including flu vaccinations, and an Employee Assistance Program and other mental health services. We also sponsor a wellness program designed to enhance physical, financial, and mental wellbeing for all our employees.

COVID-19 Response

In response to the ongoing COVID-19 pandemic, we quickly implemented and maintained health and safety standards and protocols for our onsite employees and enhanced our employee benefit programs. The majority of our non-laboratory employees have been working remotely since March 2020. We expanded our ergonomic assessment program to support the safety and comfort of our remote workforce. Our onsite employees are provided with daily personal protective equipment, enhanced cleaning supplies, and are required to adhere to our COVID-19 safety protocols as recommended by federal, state and local guidance, including wearing masks at all times on site, social distancing, limiting density, taking temperatures, and reporting and documenting exposures. In addition, we have covered the cost of all COVID-19 testing for onsite employees, enhanced our mental health offerings, supported dynamic work schedules for working parents, sponsored productivity and school age parenting workshops, and bolstered ability to use individual sick time.

Corporate Information

Our principal executive offices are located at 835 Industrial Road Suite 400, San Carlos, CA 94070. Our telephone number is (650) 595-2595. Our website address is www.atreca.com. Information contained on, or that can be accessed through, our website is not incorporated by reference into this Form 10-K, and you should not consider information on our website to be part of this Form 10-K.

The Atreca design logo, "Atreca" and our other registered or common law trademarks, service marks, or trade names appearing in this Form 10-K are the property of Atreca, Inc. Other trade names, trademarks and service marks used in this Form 10-K are the property of their respective owners. Solely for convenience, trademarks and trade names referred to in this Form 10-K may appear without the ® or ™ symbols.

Available Information

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Exchange Act are filed with the U.S. Securities

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and Exchange Commission, or SEC. Such reports and other information filed by us with the SEC are available free of charge on our website at ir.atreca.com when such reports are available on the SEC's website. The SEC maintains an internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at www.sec.gov. The information contained on the websites referenced in this Form 10-K is not incorporated by reference into this filing. Further, our references to website URLs are intended to be inactive textual references only.

Item 1A. Risk Factors

Our business and 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 Form 10-K, including our consolidated financial statements and related notes and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” under Part II, Item 7 before deciding whether to invest in our Class A common stock. 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, results of operations, prospects and stock price. In such case, the market price of our Class A common stock could decline, and you may lose all or part of your original investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations and the market price of our common stock. This Form 10-K 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 clinical-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 clinical-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, 2021, and December 31, 2020, we had accumulated deficits of \$359.8 million and \$250.4 million, respectively. For the years ended December 31, 2021 and 2020, our net losses were \$109.3 million and \$86.3 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 continue 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 clinical trials. It may fail in development or suffer delays that materially and adversely affect its commercial viability.

In February 2020, we initiated a Phase 1b clinical trial for ATRC-101 in patients with solid tumors. We have no products on the market or that have gained regulatory approval. Other than ATRC-101, we currently have no product candidates and none 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. 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.

In addition, in March 2020, a disease caused by a novel strain of the coronavirus, or COVID-19, was characterized as a pandemic by the World Health Organization. In response to COVID-19, the FDA announced its intention to postpone most foreign inspections and non-prioritized domestic inspections of manufacturing facilities and products, and regulatory authorities outside the United States may adopt similar restrictions or other policy measures in response to COVID-19. If global health concerns continue to prevent the FDA or other regulatory authorities from

conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have an adverse effect on the timing and progress of our current or future clinical trials and our business.

ATRC-101 is in early clinical 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. Accordingly, you should consider our prospects in light of the costs, uncertainties, delays and difficulties frequently encountered by clinical 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, ATRC-101 or any potential future 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.

As a result of the ongoing COVID-19 pandemic, we have experienced, and may experience in the future, disruptions or delays in our clinical trial for ATRC-101. These disruptions or delays may affect, among other things, enrolling patients, initiating sites, recruiting clinical site investigators and site personnel, achieving patient compliance with clinical trial protocols if COVID-19 containment measures or other limitations or restrictions impede patient movement or interrupt healthcare services, monitoring clinical trial sites due to travel restrictions related to COVID-19, and collecting sufficient clinical data. For example, we experienced delays in initiating sites, achieving patient compliance with study-related procedures, and enrolling and treating patients. We have worked, and continue to work, closely with our current and potential clinical trial sites to mitigate any disruptions or delays. However, COVID-19 may continue to impact our clinical trial activities for ATRC-101, but at this time we cannot predict the full extent of this impact.

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.

ATRC-101 may not demonstrate the combination of safety and efficacy necessary to become approvable or commercially viable.

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.

The COVID-19 pandemic continues to impact our business, and could have a material adverse impact on our business and our operations, including at our laboratories and office locations and at our clinical trial sites, as well as the business and operations of our manufacturers, CROs or other third parties with whom we conduct business.

The COVID-19 pandemic continues to impact our business, and could have a material adverse impact on our business and operations, and the business and operations of our manufacturers, CROs and other third parties with whom we conduct our business. Following COVID-19 guidance from federal, state and local authorities, we transitioned to a fully remote working environment in March 2020 and partially re-opened in June 2020 for lab-based personnel and certain essential personnel only. In July 2021, additional personnel resumed working on site, but the majority of our personnel are still working remotely. All onsite personnel are required to adhere to our COVID-19 safety protocols for their protection. We do not know if, or when, we may have to close our laboratories and office locations again. COVID-19 could have a material adverse impact on our business and our operations, including:

- disruptions or delays in our preclinical studies or our clinical trial for ATRC-101, including enrolling patients, initiating sites, recruiting clinical site investigators and site personnel, achieving patient compliance with clinical trial protocols if containment measures or other limitations or restrictions impede patient movement or interrupt healthcare services, monitoring clinical trial sites due to travel restrictions related to COVID-19, and collecting sufficient clinical data;
- disruptions or delays in our manufacturing activities, including our supply of preclinical, clinical, and commercial materials from existing third-party manufacturers and our ability to engage new third-party manufacturers;
- disruptions or delays in our existing and potential future collaboration activities, both internally and externally at collaborators;
- disruptions or delays in our efforts to use and expand our discovery platform, both internally and externally with third parties, including decreased productivity of our onsite lab-based personnel due to restrictions related to COVID-19 at our laboratory and office locations and delays in receiving necessary supplies and other materials;
- delays in activities of the FDA or other regulatory authorities related to our clinical trial for ATRC-101 or any future clinical trials;
- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of clinical trials;
- changes in laws or regulations as a result of COVID-19 that may require us to change the ways in which our clinical trial is conducted and incur unexpected costs, or require us to discontinue the clinical trial;
- interruption in global commercial transportation and shipping that may affect the transport of clinical trial materials;
- delays in necessary interactions with local regulators, ethics committees and other agencies and contractors due to limitations in employee resources or forced furlough of government personnel;
- delays and decreased productivity as a result of the majority of our personnel working remotely or as a result of our onsite personnel complying with restrictions related to COVID-19 at our laboratory and office locations, including our COVID-19 onsite safety protocols;
- the potential closure of our laboratories and offices again due to future COVID-19 outbreaks where our laboratories and offices are located;

- disruptions, delays and decreased productivity in the event that any of our personnel contract COVID-19, including as a result of the full reopening of our laboratories and office locations and the return of personnel to these locations, which could necessitate quarantining and contact tracing efforts;
- disruptions or delays in using and expanding our discovery platform; and
- delays or difficulties in our ability to access capital.

In our clinical trial for ATRC-101, we experienced delays in initiating sites, achieving patient compliance with study-related procedures, and enrolling patients in the second and third quarters of 2020 due to COVID-19, and we experienced delays in enrolling and treating patients at a few sites in 2021 due to COVID-19 infections and staff shortages. COVID-19 may continue to impact our clinical trial activities for ATRC-101, but we cannot predict the full extent of this impact at this time.

The spread of COVID-19, which has caused a broad impact globally, may materially impact us economically. While the extent of the global economic impact brought by, and the duration of, COVID-19 may be difficult to assess or predict, the pandemic has significantly increased economic uncertainty and has resulted in, and may continue to result in, significant disruption of, and volatility in, global financial markets, which could reduce our ability to access capital and negatively affect our liquidity or could result in a recession or market correction, which could materially adversely affect our business, operations, and the value of our common stock.

COVID-19 continues to evolve rapidly, and multiple variants of the virus that causes COVID-19 are circulating globally. We cannot predict the potential future impacts of COVID-19, including its variants, on us and third parties with whom we conduct business, including on our clinical studies and our clinical trial for ATRC-101 and related timelines, as well as our preclinical activities. These impacts will depend on future developments that are highly uncertain and cannot be predicted with confidence, such as the ultimate geographic spread of the disease, the duration of the outbreak, containment measures and other limitations and restrictions, business disruptions and the effectiveness of actions taken in the United States and other countries to contain, vaccinate against, and treat the disease. Given these uncertainties, we do not yet know the full extent of the potential impacts on our business, our clinical and regulatory activities, healthcare systems, or the global economy. As a result, COVID-19 could materially adversely affect our business, financial condition, results of operations, growth prospects, and our ability to execute on our business strategies in the future and potentially disrupt the business of third parties with whom we do business, including our existing and potential future collaborators, any of which could also have the effect of heightening many of the other risks and uncertainties described in this “Risk Factors” section.

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. For example, for ATRC-101, we are developing a diagnostic to select participants based on target expression. 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. In addition, as a result of COVID-19, we expect disruptions and delays in our efforts, both internally and externally with third parties, to use and expand our discovery platform.

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 there are undesirable side effects caused by ATRC-101 or any potential future product candidate in clinical trials or after receiving marketing approval, 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. It is likely that there will be side effects associated with the use of ATRC-101 or any potential future product candidate. 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.

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 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, we expect to incur additional costs associated with operating as a public company.

As of December 31, 2021, we had \$148.1 million in cash, cash equivalents, and investments. Based on our current operating plan, we believe that our cash, cash equivalents, and investments as of December 31, 2021 will be sufficient to fund our operations for at least the next 12 months. 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. For example, as a result of the ongoing COVID-19 pandemic or political, social, and economic instability abroad, including as a result of armed conflict, war or the threat of war, in particular, the current conflict in Ukraine, terrorist activity and other security concerns in general, there could be a significant disruption of global financial markets, impairing our ability to raise capital when needed on acceptable terms, if at all. 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 have entered into, and may in the future enter into, strategic transactions for the research, development and commercialization of certain of our current and potential future product candidates. If any of these transactions are not successful, then we may not be able to capitalize on the market potential of such product candidates. Further, we may not be able to enter into future 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 have entered into, and may enter into in the future, strategic transactions, such as collaborations, acquisitions of companies, asset purchases, joint ventures and out- or in-licensing of product candidates or technologies. For example, in July 2020, we entered into a collaboration and license agreement with Xencor, Inc. Our ability to generate revenue from any of our strategic transactions will depend on our partners' abilities to successfully perform the functions assigned to them in these transactions. We cannot predict the success of any of our strategic transactions.

We also intend to evaluate and, if strategically attractive, seek to enter into additional collaborations in the future, 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 existing or potential future 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 such acquisitions or collaborations. In addition, any new collaboration that we enter into may be on terms that are not optimal for us.

Our existing and future strategic 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;
- collaborators have significant discretion in determining the efforts and resources they apply to these collaborations, and may not pursue development of any product candidates we may develop or may elect not to continue development programs based on preclinical study results, changes in the collaborator's strategic focus or other factors that may be beyond our control;
- collaborators could independently develop, or develop with third parties, products that may compete directly or indirectly with our product candidates if the collaborators believe that the competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the development or commercialization of our product candidates;
- difficulty and cost in facilitating the collaboration or combining the operations and personnel of any acquired business;
- disputes may arise between a collaborator and us, including with respect to the ownership of any intellectual property developed pursuant to our collaborations, that cause the delay or termination of the research, development or commercialization of a product candidate, or that result in costly litigation or arbitration that diverts management's attention and resources;
- 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 strategic transactions of the nature described above, any collaborations that we are currently engaged in or transactions we may complete in the future 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 existing or 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 or fail, which would have 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 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 or fail, or could be 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.

We are working closely with our third-party clinical investigators, clinical CROs, clinical data management organizations and clinical consultants, preclinical CROs and other vendors of preclinical materials and services to mitigate potential disruptions and delays in our clinical trial for ATRC-101 and our preclinical studies due to COVID-19. However, COVID-19 may lead to significant disruptions or material delays in our preclinical studies and our clinical trial, which would adversely impact our business, financial condition, results of operations and commercial prospects.

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 initiated a Phase 1b clinical trial for ATRC-101 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 our clinical trial for ATRC-101, we experienced delays in initiating sites, achieving patient compliance with study-related procedures, and enrolling patients in the second and third quarters of 2020 due to COVID-19, and we experienced delays in enrolling and treating patients at a few sites in 2021 due to COVID-19 infections and staff shortages. We are working closely with our current and potential clinical trial sites to mitigate any potential disruptions and delays. However, COVID-19 may continue to impact our ability to initiate additional clinical trial sites quickly, and may lead to significant disruptions or material delays in our ability to enroll patients, which could adversely impact the

cost, timing, or outcome of our clinical trial for ATRC-101 and our ability to advance the development of ATRC-101.

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 may 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 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 any 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 may not 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 vendors, if required, may not be accomplished quickly. Any delays, whether due to COVID-19 or otherwise, 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.

We are working closely with our third-party manufacturers to mitigate potential disruptions or delays to the supply of our preclinical, clinical, and commercial materials due to COVID-19. However, COVID-19 may lead to significant disruptions or material delays in our ability to receive these materials, and our ability to engage new third-party manufacturers, which could adversely impact our business, financial condition and results of operations.

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, Neurimmune Holding AG, OncoResponse, 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 December 31, 2021, we had 134 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. 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 conduct 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 significant 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 significant penalties if we obtain, use, or disclose individually identifiable health information maintained by a HIPAA-covered entity or business associate 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 e20 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 enacted the California Consumer Privacy Act (CCPA), which creates 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 requires 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 went 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 own pending nonprovisional patent applications in connection with ATRC-101 and related antibody variants. However, 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.

We have filed and may also file additional provisional patent applications in the United States related to our product candidates. 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 for our potential future 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.

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 early clinical 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 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.

Third-party payors, whether domestic or foreign, or governmental or commercial, are developing increasingly sophisticated methods of controlling healthcare costs. Further, 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, as amended by the Health Care and Education Reconciliation Act, or collectively 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. The ACA was 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, and substantially changed the way healthcare is financed by both governmental and private insurers, and significantly impacts the U.S. pharmaceutical industry. In June 2021, the U.S. Supreme Court dismissed a challenge on procedural grounds that argued the ACA is unconstitutional in its entirety because the “individual mandate” was repealed by Congress. Thus, the ACA will remain in effect in its current form. In addition, in January 2021, President Biden issued an executive order that initiated a special enrollment period for obtaining health insurance coverage through the ACA marketplace, and instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare. The ACA may be subject to additional judicial or Congressional challenges in the future. It is unclear how any such challenges and the healthcare reform measures of the Biden administration will impact the ACA and our business.

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, Presidential executive orders, 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, in July 2021, the Biden administration released an executive order, “Promoting Competition in the American Economy,” with multiple provisions aimed at prescription drugs. In response to Biden’s executive order, on September 9, 2021, HHS released a Comprehensive Plan for Addressing High Drug Prices that outlines principles for drug pricing reform and sets out a variety of potential legislative policies that Congress could pursue to advance these principles. No legislation or administrative actions have been finalized to implement these principles. In addition, Congress is considering drug pricing as part of other reform initiatives. 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. Further, it is possible that additional governmental action is taken in response to the ongoing COVID-19 pandemic.

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 result in significant penalties and affect our ability to develop, market and sell our products and may harm our reputation.

Healthcare providers 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 conduct our research as well as 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, among other things, 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 and their covered subcontractors 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 (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), other healthcare professionals (such as physician assistants and nurse practitioners), 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 significant penalties, including criminal, administrative, 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. Similar challenges to obtaining coverage and reimbursement for to our product candidates, once approved, will apply to our companion diagnostics.

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. Further, coverage policies and third-party reimbursement rates may change at any time. Therefore, even if favorable coverage and reimbursement status is attained, less favorable coverage policies and reimbursement rates may be implemented in the future.

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.

Our 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 Form 10-K 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

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 has been, and may continue to be, impacted by many factors, including the other risks described in this section of this Form 10-K titled “Risk Factors” and the following:

- our ability to advance ATRC-101 or potential future product candidates through preclinical studies and clinical trials;
- 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;
- political, social, and economic instability abroad, including as a result of armed conflict, war or the threat of war, in particular, the current conflict in Ukraine, terrorist activity and other security concerns in general;
- natural disasters and other calamities, including global health epidemics or other contagious diseases; 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 recently experienced, and may continue to experience, extreme volatility as a result of, among other reasons, the ongoing COVID-19 pandemic, related government and economic reactions, and other clinical and regulatory factors. Further, a significant downturn in the economy in general, or the markets for pharmaceutical, biopharmaceutical and biotechnology in particular, could negatively impact our strategic plans for our business, technologies, current or potential future product candidates, and our growth prospects. Such volatility has often

been, and may in the future be, unrelated to our operating performance. These broad market and industry factors have adversely impacted, and may continue to adversely impact, the market price of our Class A common stock, regardless of our operating performance.

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 stockholders' ability to influence corporate matters.

Our Class A common stock 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. Consequently, if holders of Class B common stock 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 stockholders' 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.

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. If any of the analysts who cover us, or who commence covering us in the future, 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 December 31, 2021, our executive officers and directors, together with holders of 5% or more of our capital stock and their respective affiliates, beneficially owned a significant percentage of our Class A common stock and Class B common stock. 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 our initial public offering and so long as Baker Brothers together with its affiliates beneficially owns at least 3,333,333 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. 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 our initial public 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.

Future sales and issuances of our Class A common stock or Class B common stock or rights to purchase Class A common stock or Class B common stock, including pursuant to our 2019 Equity Incentive 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 common stock 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 common stock 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.

Pursuant to our 2019 Equity Incentive Plan, or the 2019 Plan, our management is authorized to grant stock options and other stock-based awards, including RSUs, 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 6,141,842 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, 2029, by 4% 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 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. We could be an emerging growth company for up to five years following the completion of our initial public 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 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 may also 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 the Nasdaq Stock Market 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 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 provides 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 provides 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. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, 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. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such

instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition, and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

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 in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, all of which could seriously harm our business.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our principal executive offices are currently located at 835 Industrial Road, Suite 400, San Carlos, California, 94070, where the Company leases approximately 99,557 square feet of office and lab space.

We lease all of our facilities and do not own any real property. We believe our facilities are adequate and suitable for our current needs and that, should it be needed, suitable additional or alternative space will be available to accommodate our operations.

Item 3. 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.

Item 4. Mine Safety Disclosures

Not Applicable

PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchasers of Equity Securities

Market Information for Common Stock

Our Class A common stock is traded on The Nasdaq Select Global Market, or Nasdaq, under the symbol “BCEL.” Our Class B Common Stock is not listed or traded on any exchange, but each share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock.

Holders of Record

As of March 1, 2022, there were 54 stockholders of record of our Class A common stock, and the closing price of our Class A common stock was \$1.89 per share as reported on the Nasdaq. Because many of our shares of Class A common stock are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of stockholders represented by these record holders. As of March 1, 2022, there were 2 stockholders of record of our Class B common stock.

Dividends

We currently intend to retain all available funds and any future earnings for the operation and expansion of our business. Accordingly, we do not anticipate declaring or paying dividends in the foreseeable future. The payment of any future dividends will be at the discretion of our board of directors and will depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in any debt agreements, and other factors that our board of directors may deem relevant.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

None.

Stock Performance Graph

The disclosures of the Company’s stock performance graph is not required because we qualify as a smaller reporting company under federal securities laws.

Item 6. [Reserved]

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and related notes thereto included in Part II, Item 8, “Financial Statements and Supplementary Data,” of this Form 10-K. Some of the information contained in this discussion and analysis or set forth elsewhere in this Form 10-K, including information with respect to our plans and strategy for our business, includes forward-looking statements that involves 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. All information presented herein is based on our fiscal calendar. Unless otherwise stated, references to particular years, quarters, months or periods refer to our fiscal years ended December 31 and the associated quarters, months and periods of those fiscal years.

Overview

We are a clinical-stage biopharmaceutical company utilizing our differentiated platform to discover and develop novel antibody-based therapeutics 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 oncology targets. We believe the fact that our approach has the potential to deliver novel, previously unexplored 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 2,000 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. In 2020, we commenced clinical development of ATRC-101 with a Phase 1b clinical trial evaluating ATRC-101 as a monotherapy in patients with select solid tumors which is ongoing, and in 2021 we expanded clinical development by opening a new cohort to evaluate ATRC-101 in combination with a PD-1 checkpoint inhibitor. Our efforts beyond ATRC-101 are focused on expanding our clinical pipeline by advancing additional product candidates using our large library of “hit” antibodies that bind preferentially to tumor tissue across patients. To that end, via internal efforts and partnerships, we are both continuing to develop our platform and combining the novel antibodies that are generated by our platform with antibody “weaponization” technologies.

We commenced operations in 2010, and have since devoted substantially all our resources to research and development, identifying product candidates, undertaking preclinical studies, conducting clinical trials, 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. 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.

To date, we have financed our operations primarily through equity offerings of our securities. Our net losses were \$109.3 million and \$86.3 million for the years ended December 31, 2021 and 2020, respectively. As of December 31, 2021, we had an accumulated deficit of \$359.8 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 product candidates. As of December 31, 2021, we had cash, cash equivalents and investments of \$148.1 million. Although it is difficult to predict our funding requirements, we anticipate that our cash, cash equivalents and marketable securities as of December 31, 2021, should enable us to fund our operations for at least the next 12 months, assuming our programs and collaborations advance as currently contemplated.

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:

- complete 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 2,000 antibodies and develop potential future product candidates from that collection;
- continue to invest in advancing our differentiated discovery platform, and the underlying technologies;
- 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.

Impact of COVID-19

In response to the COVID-19 pandemic, we have taken, and continue to take, proactive measures to prioritize health and safety, including of our employees and other personnel, and to maintain business continuity. Following guidance from federal, state and local authorities, we transitioned to a fully remote working environment in March 2020 and partially re-opened in June 2020 for lab-based personnel and certain essential personnel only. In July 2021, a limited number of additional personnel resumed working on site for a portion of the year, but the majority of our personnel are still working remotely. All onsite personnel are required to adhere to our COVID-19 safety protocols for their protection. In addition, in our clinical trial for ATRC-101, we experienced delays in initiating sites, achieving patient compliance with study-related procedures, and enrolling patients in the second and third quarters of 2020 due to COVID-19, and we experienced delays in enrolling and treating patients at a few sites in 2021 due to COVID-19 infections and staff shortages.

To date, the COVID-19 pandemic has not had a material adverse impact on our productivity or our business, and as of December 31, 2021, we have not identified any significant disruption or impairment of our assets due to the pandemic. However, we cannot predict the potential future impacts of COVID-19, including its variants, on us and third parties with whom we conduct business, including on our clinical studies and our clinical trial for ATRC-101 and related timelines, as well as our preclinical activities. These impacts will depend on future developments that are highly uncertain and cannot be predicted with confidence, such as the duration of the outbreak and the effectiveness of actions taken in the United States and other countries to contain, vaccinate against, and treat the disease and other factors identified in Part I, Item 1A. “Risk Factors” in this Form 10-K. Given these uncertainties, COVID-19 could impact our business operations and our ability to execute on our associated business strategies and initiatives, and adversely impact our consolidated results of operations and our financial condition in the future, and could disrupt the business of third parties with whom we do business, including our existing and potential future collaborators. We will continue to closely monitor and evaluate the nature and extent of the impacts of COVID-19 on our business, consolidated results of operations, and financial condition.

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, including Phase 1b clinical trials for ATRC-101, 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 expect our research and development expenses to increase in 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.

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. We expect to incur additional general and administrative expenses as we continue to support the growth of our business and incur the costs of compliance associated with being a public company.

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 and gains or losses on the periodic disposals of property and equipment.

Results of Operations

Comparison of the Years Ended December 31, 2021 and 2020

The following table summarizes our results of operations during the respective periods:

	Year Ended December 31,		Change	
	2021	2020	\$	%
	(in thousands)			
Operating expenses:				
Research and development	\$ 78,349	\$ 62,045	\$ 16,304	26 %
General and administrative	31,954	26,834	5,120	19 %
Total operating expenses	110,303	88,879	21,424	24 %
Operating Loss	(110,303)	(88,879)	(21,424)	24 %
Other income (expense), net:				
Other income	851	1,353	(502)	(37)%
Interest income	207	1,218	(1,011)	(83)%
Interest expense	(3)	(4)	1	(25)%
Loss on disposal of property and equipment	(77)	(22)	(55)	*
Total other income, net	978	2,545	(1,567)	(62)%
Income tax expense	(1)	(1)	—	*
Net Loss	<u>\$ (109,326)</u>	<u>\$ (86,335)</u>	<u>\$ (22,991)</u>	27 %

* Not meaningful

Research and Development

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

	Year Ended December 31,	
	2021	2020
	(in thousands)	
Personnel related (including stock-based compensation)	\$ 31,670	\$ 25,926
Product and other contract services	16,502	11,404
Laboratory supplies and equipment	11,334	8,603
Consulting, legal and other services	3,885	3,975
Facility related	11,179	9,921
Other	3,779	2,216
Total research and development expenses	<u>\$ 78,349</u>	<u>\$ 62,045</u>

Research and development expenses increased by \$16.3 million, or 26%, during the year ended December 31, 2021 compared to the same period in 2020. The increase was primarily attributable to higher personnel-related expenses of \$5.7 million as a result of additional employee headcount, a \$1.3 million increase in facility expenses due to the construction of certain tenant improvements for the Company's headquarters, a \$5.1 million increase in product and other consulting services due to continued clinical trial and discovery activities, a \$2.7 million increase in laboratory supplies and equipment for increased research and development activities and a \$1.6 million increase in other expenses due to higher leasehold improvement amortization expense and increased software subscriptions.

General and Administrative

The following table summarizes our general and administrative expenses incurred during the respective periods:

	Year Ended December 31,	
	2021	2020
	(in thousands)	
Personnel related (including stock-based compensation)	\$ 17,135	\$ 14,722
Consulting, legal and other services	3,219	3,507
Facility related	3,509	3,304
Other	8,091	5,301
Total general and administrative expenses	<u>\$ 31,954</u>	<u>\$ 26,834</u>

General and administrative expenses increased by \$5.1 million, or 19%, during the year ended December 31, 2021 compared to the same period in 2020. The increase consists of a \$2.4 million increase in personnel-related expenses, including stock-based compensation, as a result of additional employee headcount, a \$0.2 million increase in facility expenses due to the construction of certain tenant improvements for the Company's headquarters, and a \$2.8 million increase in other expenses due mainly to an increase in amortization expenses attributable to the San Carlos lease and a \$1.5 million cease-use expense as a result of vacating the South San Francisco office space.

Other Income

Other income is comprised of amounts earned from research and discovery services provided to partners under service agreements. Other income decreased by \$0.5 million during the year ended December 31, 2021 compared to the same period in 2020 due to the completion of the services provided to a third party partner.

Interest Income

Interest income decreased to \$0.2 million during the year ended December 31, 2021 compared to \$1.2 million during the year ended December 31, 2020 due primarily to a significant decrease in market interest rates on fixed income and money market securities and decrease in the investment balance.

Interest Expense

Interest expense during the years ended December 31, 2021 and 2020 pertained to the interest portion of payments made on capital leases under which we acquired certain property and equipment.

Liquidity and Capital Resources; Plan of Operations

Liquidity and Capital Resources

As of December 31, 2021, we had cash, cash equivalents and investments totaling \$148.1 million. Our cash and cash equivalents primarily consist of bank deposits and money market funds. Our investments consist of U.S. government treasury and agency securities and corporate debt securities.

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 and common stock.

In July 2020, we issued and sold 7,642,125 shares of our Class A common stock, and 781,250 shares of our Class B common stock at an offering price of \$16.00 per share. The net proceeds to us from this offering was \$126.1 million after deducting underwriting discounts and commissions of \$8.1 million and other offering expenses of \$0.6 million.

In August 2020, we entered into a sales agreement, or Sales Agreement, with Cowen and Company, LLC, or Cowen, pursuant to which we may, upon the terms and subject to the conditions set forth therein, issue and sell through Cowen, acting as our sales agent and/or principal, shares of the our Class A common stock, having an aggregate offering price of up to \$100.0 million. As of December 31, 2021, we issued and sold 793,361 shares of our Class A common stock have been sold under the Sales Agreement. The net proceeds from the sales was \$4.4 million after deducting underwriting fee of \$0.1 million and issuance costs of \$0.3 million. As of December 31, 2021, we had an accumulated deficit of \$359.8 million.

Our management evaluates whether there are relevant conditions and events that in the aggregate raise substantial doubt about our 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. We believe our existing cash, cash equivalents and investments will be sufficient to fund our operating and capital needs for at least the next 12 months. We believe we will meet longer-term expected future cash requirements and obligations through a combination of available cash, cash equivalents and marketable securities, our Sales Agreement, and access to other private and public financing sources. The adequacy of our available funds and our ability to raise any necessary additional capital to meet longer-term operating and capital requirements will depend on many factors, including 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. As a result, we believe we may be unable to meet longer-term expected future cash requirements and obligations and we are likely to seek additional private and public financing.

We are 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 our drug development efforts are successful, it is uncertain when, if ever, we will realize significant revenue from product sales.

Material Cash Requirements

We expect our net losses to increase substantially as we continue clinical development of our lead product candidate, ATRC 101. We have used substantial funds to develop our discovery platform and ATRC 101 and we will continue to 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, we expect to continue to incur additional costs associated with operating as a public company. 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.

The following table summarizes our contractual obligations as of December 31, 2021:

	Payments Due by Period				Total
	Less than 1 Year	1 to 3 Years	3 to 5 Years (in thousands)	More than 5 Years	
Contractual obligations:					
Operating lease obligations	\$ 7,937	\$ 15,445	\$ 16,314	\$ 57,985	\$ 97,681
Capital lease obligations	4	—	—	—	4
Total contractual obligations	<u>\$ 7,941</u>	<u>\$ 15,445</u>	<u>\$ 16,314</u>	<u>\$ 57,985</u>	<u>\$ 97,685</u>

The operating lease obligations noted above represent operating lease obligations related to our currently occupied premises in South San Francisco, California and premises in San Carlos, California, which we are obligated to occupy in the future. These leases expire at various dates through the first half of 2033.

In July 2019, we entered into a lease agreement, or the San Carlos Lease, for the lease of approximately 99,557 rentable square feet of office space located in San Carlos, California, which is intended to serve as our permanent headquarters, office and laboratory space following the completion of construction and certain tenant improvements. The term of the San Carlos Lease commenced in August 2020, and the premises were delivered to us for the construction of certain tenant improvements. The term will end on the date that is 144 months from the first day of the first full month after rent commences. Base rent for the San Carlos Lease is \$557,519 per month, with annual increases of 3%. We are obligated to provide a security deposit of \$1.1 million in the form of a letter of credit.

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.

Cash Flows

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

	Year Ended December 31,	
	2021	2020
	(in thousands)	
Cash used in operating activities	\$(60,920)	\$ (66,671)
Cash provided by (used in) investing activities	89,237	(158,995)
Cash provided by financing activities	5,446	128,871
Net increase (decrease) in cash and cash equivalents and restricted cash	<u>\$ 33,763</u>	<u>\$ (96,795)</u>

Cash Flows from Operating Activities

For the year ended December 31, 2021, cash used in operating activities was \$60.9 million, which consisted of a net loss of \$109.3 million, partially offset by \$23.0 million in non-cash charges and a net change of \$25.4 million in our net operating assets and liabilities. The non-cash charges consisted of depreciation and amortization of \$4.6 million and stock-based compensation of \$16.9 million. The change in operating assets and liabilities was primarily due to a \$16.7 million increase in deferred rent because of increased lease incentive obligations and a \$5.4 million increase in

accrued expenses attributable to the accrual of the Company's cease use liabilities and a higher contract manufacturing accrual, a \$3.0 million decrease in prepaid expenses and other current assets attributable to decrease in tenant improvement receivable from the Company's leasehold improvement construction for San Carlos location and a \$1.3 million increase in account payables mainly due to increase in payable balance for contractual manufacturers. These activities were partially offset by a \$0.9 million decrease in other current liabilities attributable to a decrease in contract liabilities from our completion of services provided to an external partner.

For the year ended December 31, 2020, cash used in operating activities was \$66.7 million, which consisted of a net loss of \$86.3 million, partially offset by \$15.2 million in non-cash charges and a net change of \$4.5 million in our net operating assets and liabilities. The non-cash charges consisted of depreciation and amortization of \$2.4 million and stock-based compensation of \$12.5 million. The change in operating assets and liabilities was primarily due to an increase in accrued expense of \$0.8 million resulting from an increase in personnel-related expenses as a result of additional employee headcount, a \$0.8 million increase in other current liabilities resulting from an increase in contract liabilities from our new arrangement with an external partner, and a \$8.4 million increase in deferred rent primarily due to increases in lease incentive obligations and deferred rent, which was partially offset by a \$5.4 million increase in prepaid expenses and other current assets attributable to increases in tenant improvement receivable from the Company's leasehold improvement construction for San Carlos location and prepaid insurance.

Cash Flows from Investing Activities

For the year ended December 31, 2021, cash provided by investing activities of \$89.2 million was primarily related to \$124.3 million in net proceeds from maturities of investments, partially offset by \$35.1 million in purchases of property and equipment, primarily related to leasehold improvements for the San Carlos Lease.

For the year ended December 31, 2020, cash used in investing activities of \$159.0 million was primarily related to \$154.1 million in net purchases of investments attributable to the proceeds from the common stock offering in July 2020 and \$5.0 million in purchases of property and equipment.

Cash Flows from Financing Activities

For the year ended December 31, 2021, cash provided by financing activities was \$5.4 million, which primarily related to \$4.4 million proceeds from the common stock sales related to the ATM program, net of underwriting discounts and commissions, \$0.8 million and \$0.3 million of proceeds from our 2019 Employee Stock Purchase Plan ("ESPP") and employee stock option exercises, respectively.

For the year ended December 31, 2020, cash provided by financing activities was \$128.9 million, which primarily related to \$126.7 million proceeds from the common stock offering, net of underwriting discounts and commissions, and \$1.0 million and \$1.9 million proceeds from our 2019 Employee Stock Purchase Plan and employee stock option exercises, respectively, partially offset by \$0.6 million in common stock offering costs.

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.

Impairment of Long-Lived Assets

In accordance with ASC 360-10, Property, Plant & Equipment—Overall, we review long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of property and equipment may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. In the event that such cash flows are not expected to be sufficient to recover the carrying amount of the assets, we write down the assets to their estimated fair values and recognize the loss in the Consolidated Statements of Operations and Comprehensive Loss.

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, as we do not have sufficient exercise history to determine a better estimate of expected term.
- **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.

Emerging Growth Company Status

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012, or 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 Topic 842, 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, our 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) December 31, 2024, (ii) the last day of our first fiscal year in which we have total annual gross revenues of at least \$1.07 billion, (iii) the date on which we are deemed to be a “large accelerated filer” under the rules of the SEC, which means the market value of our voting and non-voting common equity that is held by non-affiliates is equal to or exceeds \$700.0 million as of the prior June 30th and (iv) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period.

Recent Accounting Pronouncements

See Note 2, *Summary of Significant Accounting Policies*, in our Notes to Consolidated Financial Statements included in Part I, Item 1 of this Form 10-K for a discussion of recent accounting pronouncements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The disclosures in this section are not required because we qualify as a smaller reporting company under federal securities laws.

Item 8. Financial Statements and Supplementary Data

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Atreca, Inc.

Opinions on the Financial Statements

We have audited the accompanying consolidated balance sheet of Atreca, Inc. (the “Company”) as of December 31, 2021, the related consolidated statements of operations and comprehensive loss, stockholders’ equity, and cash flows for the year ended December 31, 2021, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021, and the results of its operations and its cash flows for the year ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

The consolidated financial statements of the Company as of and for the year ended December 31, 2020 were audited by OUM & Co. LLP, who joined WithumSmith+Brown, PC on July 15, 2021, and rendered their opinion on such statements on February 26, 2021.

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 audit. 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 audit 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 audit, 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 audit 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 audit 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 audit provides a reasonable basis for our opinion.

/s/ WithumSmith+Brown, PC

We have served as the Company's auditor since 2017.

San Francisco, California
March 3, 2022

PCAOB ID Number 100

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Atreca, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Atreca, Inc. (the “Company”) as of December 31, 2020, the related consolidated statements of operations and comprehensive loss, stockholders’ equity, and cash flows for the year ended December 31, 2020, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020, and the results of its operations and its cash flows for the year ended December 31, 2020, 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 audit. 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 audit 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 audit, 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 audit 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 audit 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 audit provides a reasonable basis for our opinion.

/s/ OUM & CO. LLP

We have served as the Company's auditor since 2017.

San Francisco, California
February 26, 2021

PCAOB ID Number 252

Atreca, Inc.
Consolidated Balance Sheets
(in thousands, except share and per share data)

	<u>December 31,</u> <u>2021</u>	<u>December 31,</u> <u>2020</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 94,746	\$ 60,789
Investments	22,287	179,296
Prepaid expenses and other current assets	5,337	9,037
Total current assets	122,370	249,122
Property and equipment, net	43,015	19,831
Long-term investments	31,042	—
Deposits and other	3,630	3,111
Total assets	\$ 200,057	\$ 272,064
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable	\$ 3,352	\$ 5,216
Accrued expenses	11,555	10,302
Other current liabilities	1,992	1,900
Total current liabilities	16,899	17,418
Capital lease obligations, net of current portion	—	4
Deferred rent	28,229	12,585
Total liabilities	45,128	30,007
Commitment and contingencies (Note 8)		
Stockholders' equity		
Class A common stock, \$0.0001 par value, 650,000,000 shares authorized as of both December 31, 2021 and December 31, 2020; 31,043,356 and 30,089,162 shares issued and outstanding at December 31, 2021 and December 31, 2020, respectively	3	3
Class B common stock, \$0.0001 par value, 50,000,000 shares authorized as of both December 31, 2021 and December 31, 2020; 6,715,441 shares issued and outstanding as of both December 31, 2021 and December 31, 2020	1	1
Additional paid-in capital	514,794	492,436
Accumulated other comprehensive income (loss)	(102)	58
Accumulated deficit	(359,767)	(250,441)
Total stockholders' equity	154,929	242,057
Total liabilities and stockholders' equity	\$ 200,057	\$ 272,064

See accompanying notes to consolidated financial statements.

Atreca, Inc.
Consolidated Statements of Operations
(in thousands, except share and per share data)

	<u>Year Ended December 31,</u>	
	<u>2021</u>	<u>2020</u>
Expenses		
Research and development	\$ 78,349	\$ 62,045
General and administrative	31,954	26,834
Total expenses	<u>110,303</u>	<u>88,879</u>
Interest and other income (expense)		
Other income	851	1,353
Interest income	207	1,218
Interest expense	(3)	(4)
Loss on disposal of property and equipment	<u>(77)</u>	<u>(22)</u>
Loss before income tax expense	(109,325)	(86,334)
Income tax expense	<u>(1)</u>	<u>(1)</u>
Net loss	<u>\$ (109,326)</u>	<u>\$ (86,335)</u>
Net loss per share, basic and diluted	<u>\$ (2.95)</u>	<u>\$ (2.70)</u>
Weighted-average shares used in computing net loss per share, basic and diluted	<u>37,038,195</u>	<u>31,924,473</u>

See accompanying notes to consolidated financial statements.

Atreca, Inc.
Consolidated Statements of Operations and Comprehensive Loss
(in thousands)

	<u>Year Ended December 31,</u>	
	<u>2021</u>	<u>2020</u>
Net loss	\$ (109,326)	\$ (86,335)
Other comprehensive income (loss):		
Unrealized gain (loss) on available-for-sale debt securities	(160)	42
Comprehensive loss	<u>\$ (109,486)</u>	<u>\$ (86,293)</u>

See accompanying notes to consolidated financial statements.

Atreca, Inc.
Consolidated Statements of Stockholders' Equity
(in thousands, except share data)

<i>Year Ended December 31, 2020</i>	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balances at December 31, 2019	27,970,167	\$ 3	\$ 351,039	\$ 16	\$ (164,106)	\$ 186,952
Issuance of common stock upon public offering, net	8,423,375	1	126,053	—	—	126,054
Issuance of common stock upon exercise of options	334,897	—	1,852	—	—	1,852
Vesting of early exercised stock options	—	—	4	—	—	4
Issuance of common stock under the Employee Stock Purchase Plan	76,164	—	1,012	—	—	1,012
Stock-based compensation	—	—	12,476	—	—	12,476
Unrealized gain on available-for-sale debt securities	—	—	—	42	—	42
Net loss	—	—	—	—	(86,335)	(86,335)
Balances at December 31, 2020	36,804,603	\$ 4	\$ 492,436	\$ 58	\$ (250,441)	\$ 242,057

<i>Year Ended December 31, 2021</i>	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balances at December 31, 2020	36,804,603	\$ 4	\$ 492,436	\$ 58	\$ (250,441)	\$ 242,057
Issuance of common stock through "at-the-market" offering, net of underwriter discount and issuance costs	793,361	—	4,372	—	—	4,372
Issuance of common stock upon exercise of options	47,061	—	273	—	—	273
Issuance of common stock under the Employee Stock Purchase Plan	113,772	—	837	—	—	837
Stock-based compensation	—	—	16,876	—	—	16,876
Unrealized loss on available-for-sale debt securities	—	—	—	(160)	—	(160)
Net loss	—	—	—	—	(109,326)	(109,326)
Balances at December 31, 2021	37,758,797	\$ 4	\$ 514,794	\$ (102)	\$ (359,767)	\$ 154,929

See accompanying notes to consolidated financial statements.

Atreca, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,	
	2021	2020
Cash Flows from Operating Activities		
Net loss	\$ (109,326)	\$ (86,335)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	4,550	2,377
Loss on disposal of property and equipment	77	22
Stock-based compensation	16,876	12,476
Amortization (accretion) of investments	1,480	304
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	2,987	(5,377)
Accounts payable	1,267	(74)
Accrued expenses	5,388	752
Other current liabilities	(910)	829
Deferred rent	16,691	8,355
Net cash used in operating activities	<u>(60,920)</u>	<u>(66,671)</u>
Cash Flows from Investing Activities		
Purchase of property and equipment	(35,090)	(5,026)
Purchase of investments	(53,803)	(249,850)
Proceeds from maturities of investments	178,130	95,754
Change in deposits	—	127
Net cash provided by (used in) investing activities	<u>89,237</u>	<u>(158,995)</u>
Cash Flows from Financing Activities		
Proceeds from the issuance of common stock under the Employee Stock Purchase Plan	837	1,012
Proceeds from exercise of stock options	273	1,852
Proceeds from public offering, net	—	126,687
Proceeds from issuance of common shares in "at-the-market" equity offering, net of issuance costs	4,385	—
Principal payments on capital lease obligations	(49)	(47)
Payments of initial offering costs	—	(633)
Net cash provided by financing activities	<u>5,446</u>	<u>128,871</u>
Net change in cash, cash equivalents and restricted cash	33,763	(96,795)
Cash, cash equivalents and restricted cash, beginning of period	62,441	159,236
Cash, cash equivalents and restricted cash, end of period	<u>\$ 96,204</u>	<u>\$ 62,441</u>

See accompanying notes to consolidated financial statements.

Atreca, Inc.
Consolidated Statements of Cash Flows (continued)
(in thousands)

	Year Ended December 31,	
	2021	2020
Supplemental Disclosure of Cash Flow Information		
Cash paid for interest	\$ 3	\$ 4
Cash paid for income taxes	\$ 1	\$ 1
Supplemental Schedule of Non-Cash Investing and Financing Activities		
Costs related to "at-the-market" offering included in accounts payable	\$ 13	\$ —
Vesting of early exercised common stock options	\$ —	\$ 4
Purchases of property and equipment included in accounts payable and accrued liabilities	\$ 33	\$ 7,312
Tenant improvement paid directly by landlord	\$ —	\$ 4,121

See accompanying notes to consolidated financial statements.

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Business

Nature of Business

Atreca, Inc. (the “Company”) was incorporated in the State of Delaware on June 11, 2010 (“inception date”), and is located in San Carlos, California. In April 2016, the Company formed a wholly owned subsidiary, Atreca Pte. Ltd., in Singapore. Atreca Pte. Ltd., was dissolved in the first quarter of fiscal year 2020. 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 clinical 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.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and include the accounts of the Company and its wholly owned subsidiary.

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 common stock and fair value of options granted under the Company’s stock option plan.

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.

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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 zero and \$13,000 are included in prepaid expenses and other current assets as of December 31, 2021 and 2020, respectively. In February 2020, the Company entered into an agreement with an external partner for a research project to identify the antigenic targets of select antibodies discovered by the Company with potential utility in oncology. The nonrefundable upfront payment from this agreement was classified as a contract liability and will be recognized as other income over the expected service period of 18 months. Contract liabilities of zero and \$0.8 million related to the agreement are included in other current liabilities, as of December 31, 2021 and 2020, respectively.

Collaboration and Service Arrangements

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.

In July 2020, the Company entered into a Collaboration and License Agreement with Xencor, Inc. (“Xencor Agreement”), to research, develop and commercialize novel CD3 bispecific antibodies as potential therapeutics in oncology. Under the Xencor Agreement, the Company and Xencor, Inc. will engage in a three-year research program in which the Company will provide antibodies against novel tumor targets through its discovery platform from which Xencor, Inc. will engineer XmAb bispecific antibodies that also bind to the CD3 receptor on T cells. Up to two joint programs are eligible to be mutually selected for further development and commercialization, with each partner sharing 50% of costs and profits. Each company has the option to lead development, regulatory and commercialization activities for one of the joint programs. In addition, the Xencor Agreement allows each partner the option to pursue up to two programs independently, with a mid-to-high-single digit percent royalty payable on net sales to the other partner.

For the cost-sharing related to the research program, the Company will follow the presentation and disclosure guidance of ASC 808, *Collaboration Agreements*. The Company had \$25,000 and \$128,000 of receivable under the research cost-sharing provision recorded in prepaid and other current assets on the accompanying balance sheet as of December 31, 2021 and December 31, 2020, respectively.

The Company evaluated the Xencor Agreement under the provisions of Accounting Standard Update (“ASU”) No. 2014-09, *Revenue from Contracts with Customers* and all related amendments (collectively, “ASC 606”). The Company concluded that Xencor, Inc. is not a customer as there are no distinct units of account that are reflective of a vendor-customer relationship or exchange of consideration for the research activities.

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.

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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.

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 \$1.5 million and \$1.7 million as of December 31, 2021 and 2020, respectively. These amounts as of December 31, 2021 and 2020 are included in deposits and other in the accompanying consolidated balance sheets and is comprised solely of letters of credit required pursuant to leases for Company facilities.

The Company's reconciliation of cash and cash equivalents and restricted cash reported within the consolidated balance sheets that sum to the total of the same amounts shown in the consolidated statements of cash flows were as follows (in thousands):

	December 31, 2021	December 31, 2020
Cash and cash equivalents	\$ 94,746	\$ 60,789
Restricted cash	1,458	1,652
Cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	<u>\$ 96,204</u>	<u>\$ 62,441</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. Interest and dividends on securities classified as available-for-sale are included in interest income.

Risks and Uncertainties

The Company is subject to a number of risks associated with companies at a similar stage, including COVID-19, 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.

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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 three financial institutions and were in excess of the Federal Deposit Insurance Corporation insurable limit at December 31, 2021, and 2020. 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.

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 2021 or 2020.

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, 2021, and 2020, 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, 2021 and 2020 were both \$1.2 million.

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 and clinical development.

A substantial portion of the Company's ongoing research and development activities are conducted by third-party service providers in connection with preclinical and clinical 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.

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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. For restricted stock units, fair value is based on the closing price of the Company's Class A common stock on the grant date. Stock-based compensation is recognized as the underlying options vest using the straight-line attribution approach, and forfeitures are recorded as they occur.

Emerging Growth Company Status

The Company is an "emerging growth company," ("EGC") as defined in the Jumpstart Our Business Startups Act, ("JOBS Act"), and may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not EGCs. The Company may take advantage of these exemptions until it is no longer an EGC under Section 107 of the JOBS Act, which provides that an EGC can take advantage of the extended transition period afforded by the JOBS Act for the implementation of new or revised accounting standards. The Company has elected to use the extended transition period for complying with new or revised accounting standards, and as a result of this election, the Company's consolidated financial statements may not be comparable to companies that comply with public company Financial Accounting Standards Board ("FASB") standards' effective dates. The Company may take advantage of these exemptions up until the last day of the fiscal year following the fifth anniversary of the IPO or such earlier time that the Company is no longer an EGC.

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 recognizes tax benefits from uncertain tax positions only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The Company does not anticipate any significant changes within 12 months of this reporting date of its uncertain tax positions.

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 and common stock warrants. No shares related to the common stock equivalents were included in the diluted net loss calculation for the years ended December 31, 2021 or 2020 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

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

were also excluded from the diluted net loss calculation for the years ended December 31, 2021 and 2020 because such shares are anti-dilutive.

Recently Adopted Accounting Pronouncements

In December 2019, the FASB issued ASU 2019-12, *Income Taxes - Simplifying the Accounting for Income Taxes* (“Topic 740”): which simplifies the accounting for income taxes, eliminates certain exceptions to the general principles in Topic 740 and clarifies and amends existing guidance to improve consistent application. The new guidance, effective January 1, 2021, did not have an impact on the Company’s consolidated financial statements.

Recent Accounting Pronouncements Not Yet Adopted

In February 2016, the FASB issued ASU 2016 02 and subsequent amendments to the initial guidance under ASU 2017-13, ASU 2018-10, ASU 2018-11, and ASU 2019-01 (collectively, “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. The Company will adopt the new lease accounting standard on January 1, 2022, using the prospective transition method. In preparation for the adoption of the standard, the Company is in the process of implementing key systems, processes, and internal controls to enable the preparation of financial information. The Company expects the adoption of this standard will have a material impact on the consolidated balance sheets, with the recognition of right-of-use assets and corresponding lease liabilities based on the present value of future minimum lease payments of approximately \$96.6 million, and the derecognition of approximately \$10.9 million of deferred rent balance and \$19.1 million tenant improvement incentive balance as of December 31, 2021. The Company 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. The Company will adopt the transitional provisions allowed under ASU 2018-11 and as such, the consolidated balance sheets and statements of operations for prior periods will not be comparable in the year of adoption of ASU 2016-02.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses* (“Topic 326”): Measurement of Credit Losses on Financial Instruments and subsequent amendments to the initial guidance under ASU 2018-19, ASU 2019-04, ASU 2019-05, and ASU 2020-03 which amends the current approach to estimate credit losses on certain financial assets, including trade and other receivables. The amendment replaces the existing incurred loss impairment model with an expected loss methodology, which will result in more timely recognition of credit losses. For available-for-sale debt securities, credit losses should be recorded through an allowance for credit losses. *Topic 326* is effective for the Company as of January 1, 2023. Early adoption is permitted. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements and related disclosures.

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

3. Fair Value of Financial Instruments

The fair value of the Company's assets and liabilities, which qualify as financial instruments under FASB ASC 820, *Fair Value Measurements and Disclosures*, approximates their carrying value represented in the balance sheet. 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 (in thousands):

	December 31, 2021			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	\$ 90,251	\$ —	\$ —	\$ 90,251
Certificates of deposit	1,672	—	—	1,672
Corporate debt securities	—	6,089	—	6,089
U.S. Treasury securities	45,568	—	—	45,568
Total	<u>\$ 137,491</u>	<u>\$ 6,089</u>	<u>\$ —</u>	<u>\$ 143,580</u>
	December 31, 2020			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	\$ 57,951	\$ —	\$ —	\$ 57,951
U.S. Agency Bonds	—	10,706	—	10,706
Certificates of deposit	941	—	—	941
Corporate debt securities	—	16,667	—	16,667
U.S. Treasury securities	150,982	—	—	150,982
Total	<u>\$ 209,874</u>	<u>\$ 27,373</u>	<u>\$ —</u>	<u>\$ 237,247</u>

The Company utilized the market approach and Level 1 valuation inputs to value its money market funds and U.S. government treasury securities because published fair market values were readily available. The Company measured the fair value of corporate debt securities and U.S. agency bonds using Level 2 valuation inputs, which are based on quoted prices and market observable data of similar instruments. As of December 31, 2021 and 2020, gross unrealized gains and unrealized losses for cash equivalents and investments were not material, and the remaining contractual maturity of all marketable securities was less than two years.

ATRECA, INC.
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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):

<u>December 31, 2021</u>	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Cash and Cash Equivalents	Short-term Investment	Long-term Investment
Cash, cash equivalents and money market funds	\$ 94,746	\$ —	\$ —	\$ 94,746	\$ 94,746	\$ —	\$ —
Available-for-sale:							
U.S. Treasury securities	45,665	—	(97)	45,568	—	15,014	30,554
Corporate debt securities	6,093	—	(4)	6,089	—	6,089	—
Certificates of deposit	1,673	—	(1)	1,672	—	1,184	488
Total	<u>\$ 148,177</u>	<u>\$ —</u>	<u>\$ (102)</u>	<u>\$ 148,075</u>	<u>\$ 94,746</u>	<u>\$ 22,287</u>	<u>\$ 31,042</u>

<u>December 31, 2020</u>	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Cash and Cash Equivalents	Short-term Investment	Long-term Investment
Cash, cash equivalents and money market funds	\$ 60,789	\$ —	\$ —	\$ 60,789	\$ 60,789	\$ —	\$ —
Available-for-sale:							
U.S. Treasury securities	150,929	53	—	150,982	—	150,982	—
Corporate debt securities	16,668	—	(1)	16,667	—	16,667	—
U.S. Agency bonds	10,704	2	—	10,706	—	10,706	—
Certificates of deposit	937	4	—	941	—	941	—
Total	<u>\$ 240,027</u>	<u>\$ 59</u>	<u>\$ (1)</u>	<u>\$ 240,085</u>	<u>\$ 60,789</u>	<u>\$ 179,296</u>	<u>\$ —</u>

5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following (in thousands):

	<u>December 31, 2021</u>	<u>December 31, 2020</u>
Prepaid insurance	\$ 1,531	\$ 1,453
Vendor prepayments and deposits	2,681	1,557
Prepaid rent	807	1,397
Tenant improvement receivables	—	3,732
Non-trade receivables	—	336
Interest receivables and other current assets	318	562
Total prepaid expenses and other current assets	<u>\$ 5,337</u>	<u>\$ 9,037</u>

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

6. Property and Equipment, net

Property and equipment consists of the following (in thousands):

	December 31, 2021	December 31, 2020
Laboratory equipment	\$ 13,128	\$ 11,287
Furniture and fixtures	1,897	242
Computer hardware and software	1,433	919
Leasehold improvements	37,871	667
Construction in process	—	14,379
	54,329	27,494
Less accumulated depreciation and amortization	(11,314)	(7,663)
Total property and equipment, net	<u>\$ 43,015</u>	<u>\$ 19,831</u>

Depreciation and amortization expense was \$4.5 million and \$2.4 million for the years ended December 31, 2021 and 2020, respectively. The net book value of property and equipment under capital leases was \$4,000 and \$49,000 at December 31, 2021 and 2020, respectively.

7. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	December 31 2021	December 31, 2020
Compensation and related benefits	\$ 4,866	\$ 4,954
Accrued construction costs	20	4,145
Professional fees	189	82
Contract research fees	5,521	809
Accrued cease-use liabilities	475	—
Other	484	312
Total accrued expenses	<u>\$ 11,555</u>	<u>\$ 10,302</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 2033. 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 \$9.7 million and \$10.1 million for the years ended December 31, 2021 and 2020, 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.

The Company vacated its former office space in September 2021, prior to the expiration of the lease in March 2022. The remaining rent payable, deferred rent and associated prepaid rent for the former office space were expensed in full in September 2021 and resulted in a charge of \$1.5 million, recorded as a general and administrative operating

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

expense in the Company's consolidated statement of operations. As of December 31, 2021, there was an associated cease-use liability of \$0.5 million, which the Company expects to be settled by March 2022.

Future minimum lease payments under non-cancelable operating and capital lease agreements consisted of the following at December 31, 2021 (in thousands):

	Capital Leases	Operating Leases
Years ending December 31:		
2022	\$ 4	\$ 7,937
2023	—	7,617
2024	—	7,828
2025	—	8,045
2026	—	8,269
Thereafter	—	57,985
Total minimum lease payments	4	\$ 97,681
Less: amount representing interest	—	
Present value of capital lease obligation	4	
Less: current portion	(4)	
Non-current portion	\$ —	

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

Class A and Class B Common Stock and Preferred Stock

On June 2, 2019 the board of directors of the Company authorized the issuance of 650,000,000 shares of Class A common stock, \$0.0001 par value per share, 50,000,000 shares of Class B common stock, \$0.0001 par value per share and 300,000,000 shares of preferred stock, \$0.0001 par value per share, upon the filing of the Company's Amended and Restated Certificate of Incorporation in connection with the reverse stock split. Each holder of Class A common stock is entitled to one vote and each holder of Class B common stock is not entitled to vote except as may be required by law and shall not be entitled to vote on the election of directors at any time.

Sales Agreement

In August 2020, the Company entered into a sales agreement ("Sales Agreement") with Cowen and Company, LLC ("Cowen"), pursuant to which the Company may, upon the terms and subject to the conditions set forth therein, issue and sell through Cowen, acting as the Company's sales agent and/or principal, shares of the Company's Class A common stock, having an aggregate offering price of up to \$100.0 million (the "ATM Shares"). The Company has no obligations to sell any ATM Shares under the Sales Agreement. The Sales Agreement provides that Cowen will be entitled to compensation for its services in an amount equal to up to 3.0% of gross proceeds for each time we issue and sell ATM Shares under the Sales Agreement. The ATM Shares will be sold based on prevailing market prices at the time of the sale, and, as a result, prices may vary. Unless otherwise terminated earlier, the Sales Agreement continues until all shares available under the Sales Agreement have been sold. As of December 31, 2021, the Company issued and sold 793,361 shares of our Class A common stock. Net proceeds from the sales was \$4.4 million after deducting underwriting fee of \$0.1 million and issuance costs of \$0.3 million.

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2020 Common Stock Offering

In July 2020, the Company closed its follow-on stock offering of 7,642,125 shares of its Class A common stock and 781,250 shares of its Class B common stock at an offering price of \$16.00 per share, including 610,875 shares pursuant to the underwriters' option to purchase additional shares of the Company's Class A common stock. The Company received net proceeds of \$126.1 million, after deducting underwriting discounts and commissions of \$8.1 million and offering expenses of \$0.6 million.

10. Equity Incentive Plans

2019 Equity Incentive Plan

The Company's board of directors adopted and our stockholders approved our 2019 Equity Incentive Plan (the "2019 Plan") on June 2, 2019, and June 7, 2019, respectively. The 2019 Plan became effective on June 19, 2019, and no further grants will be made under the Company's 2010 Equity Incentive Plan (the "2010 Plan"). The purpose of the 2019 Plan, through the grant of stock awards including stock options and other stock-based awards, including restricted stock units ("RSUs"), is to help the Company secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for our success and that of the Company's affiliates, and provide a means by which the eligible recipients may benefit from increases in the value of the Company's Class A common stock. Under the 2019 Plan, 6,141,842 shares of the Company's Class A common stock have been reserved for issuance to employees, directors and consultants. Additionally, the number of shares of the Company's Class A common stock reserved for issuance under the 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 4% 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 the Company's board of directors.

Stock Options

Stock option activity under the Plan is as follow (in thousands, except share and per share data and years):

	Options Outstanding			
	Number of Shares	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Life (years)	Aggregate Intrinsic Value (in thousands)
Balances, December 31, 2019	3,742,144	\$ 9.58	8.6	\$ 22,910
Granted	1,498,850	21.08		
Exercised	(334,897)	5.53		
Cancelled	(93,874)	15.37		
Balances, December 31, 2020	<u>4,812,223</u>	\$ 13.33	8.2	\$ 21,493
Granted	3,192,470	8.99		
Exercised	(47,061)	5.81		
Cancelled	(794,956)	15.06		
Balances, December 31, 2021	<u>7,162,676</u>	\$ 11.25	8.2	\$ 21
Vested and expected to vest at December 31, 2021	<u>7,162,676</u>	\$ 11.25	8.2	\$ 21
Exercisable at December 31, 2021	<u>3,373,279</u>	\$ 11.71	7.2	\$ 21
Vested at December 31, 2021	<u>3,301,413</u>	\$ 11.86	7.2	\$ 21

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Additional information regarding the Company's stock options outstanding and vested and exercisable as of December 31, 2021 is summarized below:

Exercise Prices	Options Outstanding			Options Vested and 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 \$4.56	1,463,089	9.5	\$ 3.28	137,186	\$ 4.26
\$4.57-\$9.98	1,243,569	6.9	\$ 5.81	1,000,142	\$ 5.14
\$9.99-\$12.81	1,588,200	7.3	\$ 11.49	1,096,389	\$ 11.48
\$12.82-\$16.76	1,422,467	9.0	\$ 14.13	381,161	\$ 14.30
\$16.77-\$22.10	1,445,351	8.1	\$ 20.92	758,401	\$ 20.77
	<u>7,162,676</u>	<u>8.2</u>	<u>\$ 11.25</u>	<u>3,373,279</u>	<u>\$ 11.71</u>

The weighted-average grant date fair value of options granted to employees and non-employees in the years ended December 31, 2021 and 2020 was \$6.66 and \$13.46, respectively. The intrinsic value of options exercised for the years ended December 31, 2021 and 2020 was determined to be \$0.5 million and \$4.0 million, 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:

	Year Ended December 31,	
	2021	2020
Expected life (in years)	5.98	5.86
Volatility	90.3 %	86.0 %
Risk-free interest rate	0.9 %	1.0 %

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.

Restricted Stock Units

The 2019 Plan provides for the issuance of RSU to employees, directors and consultants. RSUs vest over a period of two years with 50% vesting on the one year anniversary of the award and the remainder vesting on the two year anniversary of the award.

The following table summarizes RSU activity for the year ended December 31, 2021:

	Number of Shares	Weighted-Average Grant Date Fair Value per RSU
Unvested Balances, December 31, 2020	—	\$ —
RSUs Granted	884,820	6.15
RSUs Vested	—	—
RSUs Cancelled	(17,090)	6.15
Unvested Balances, December 31, 2021	<u>867,730</u>	<u>\$ 6.15</u>

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2019 Employee Stock Purchase Plan

The Company's board of directors adopted the 2019 Employee Stock Purchase Plan, ("ESPP"), on June 2, 2019, and the Company's stockholders approved the ESPP on June 7, 2019. The ESPP became effective on June 19, 2019. The Company's board of directors authorized 283,333 shares of Class A common stock to be reserved for future issuance under the ESPP. The number of shares of our Class A common stock reserved for issuance will automatically increase on January 1 of each calendar year, from January 1, 2020 through January 1, 2029, by the lesser of (1) 1% of the total number of shares of our Class A common stock outstanding on December 31 of the preceding calendar year, and (2) 416,666 shares; provided, that prior to the date of any such increase, the Company's board of directors may determine that such increase will be less than the amount set forth in clauses (1) and (2). During the years ended December 31, 2021 and 2020, the expense related to the ESPP were both \$0.8 million. The fair value of each ESPP is estimated on the date of grant using the Black-Scholes option pricing model, assuming no expected dividends and the following range of assumptions:

	<u>Year Ended December 31,</u>	
	<u>2021</u>	<u>2020</u>
Expected life (in years)	0.5 - 2.0	0.5 - 2.0
Volatility	91.1 - 107.6 %	91.4 - 114.6 %
Risk-free interest rate	0.1 - 0.2 %	0.1 - 1.1 %

The Company recognized \$16.9 million and \$12.5 million of stock-based compensation expense related to options and the ESPP granted to employees and non-employees for the years ended December 31, 2021 and 2020, respectively. The compensation expense is allocated on a departmental basis, based on the classification of the option holder as follows (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2021</u>	<u>2020</u>
Research and development	\$ 8,571	\$ 5,871
General and administrative	8,305	6,605
	<u>\$ 16,876</u>	<u>\$ 12,476</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, 2021 and 2020.

Unrecognized compensation expense as of December 31, 2021, totaled \$27.9 million related to non-vested stock options with a remaining weighted-average requisite service period of 2.4 years and \$4.5 million related to non-vested RSUs with a remaining weighted-average requisite service period of 1.7 years.

11. 401(k) Plan

The Company has a 401(k) plan that qualifies as a deferred compensation arrangement under Section 401 of the Internal Revenue Code of 1986, as amended, or the Code. Eligible employees may elect to defer a portion of their pretax earnings subject to certain statutory limits. Beginning January 1, 2021, the Company matches 100% up to the first \$5,000 contributed by a participant. All matching contributions are immediately vested. Total matching contributions to the 401(k) Plan were \$0.6 million for the year ended December 31, 2021.

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12. Net Loss Per Share

The Company calculates basic and diluted net loss per share attributable to common stockholders in conformity with the two-class method required for companies with participating securities. The Company considered all series of redeemable convertible preferred stock to have been participating securities as the holders were entitled to receive non-cumulative dividends on a pari passu basis in the event a dividend was paid on common stock. Under the two-class method, the net loss attributable to common stockholders is not allocated to the redeemable convertible preferred stock as the holders of redeemable convertible preferred stock do not have a contractual obligation to share in losses.

Under the two-class method, basic net loss per share attributable to common stockholders is calculated by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period, less shares subject to repurchase. Diluted net loss per share attributable to common stockholders is computed by giving effect to all potentially dilutive common stock equivalents outstanding for the period. For purposes of this calculation, redeemable convertible preferred stock, stock options to purchase common stock, early exercised stock options, and warrants to purchase redeemable convertible preferred stock and common stock are considered common shares equivalents but have been excluded from the calculation of diluted net loss per share attributable to common stockholders as their effect is antidilutive. Basic and diluted net loss per share was the same for each period presented, as the inclusion of all potential common shares outstanding would have been antidilutive.

The rights, including the liquidation and dividend rights, of the holders of Class A and Class B common stock are identical, except with respect to voting. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis and the resulting net loss per share attributed to common stockholders will, therefore, be the same for both Class A and Class B common stock on an individual or combined basis.

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders (in thousands, except share and per share data):

	<u>Year Ended December 31,</u>	
	<u>2021</u>	<u>2020</u>
Numerator:		
Net loss attributable to common stockholders for earnings per share, basic and diluted	\$ 109,326	\$ 86,335
Denominator:		
Shares used to compute net loss per share, basic and diluted	37,038,195	31,924,473
Basic and diluted net loss attributable to common stockholders per share	<u>\$ 2.95</u>	<u>\$ 2.70</u>

The following outstanding potentially dilutive common shares were excluded from the computation of diluted net loss per share attributable to common stockholders for the periods presented because the impact of including them would have been antidilutive:

	<u>Year Ended December 31,</u>	
	<u>2021</u>	<u>2020</u>
Common stock options	7,162,676	4,812,223
Unvested restricted stock units	867,730	—
Common stock warrants	49,997	49,997
	<u>8,080,403</u>	<u>4,862,220</u>

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13. Income Taxes

For the years ended December 31, 2021 and 2020, the Company recorded income tax provision related to state minimum taxes due. A reconciliation of the federal statutory income tax rate and the Company's effective income tax rate is as follows:

	<u>December 31,</u>	
	<u>2021</u>	<u>2020</u>
Tax computed at federal statutory rate	21.0 %	21.0 %
State income taxes, net of federal benefit	2.3 %	(3.2)%
Other	(1.8)%	(1.7)%
Change in valuation allowance	(24.2)%	(18.9)%
Credits	2.7 %	2.9 %
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):

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2020</u>
Deferred tax assets:		
Net operating loss carryforward	\$ 63,581	\$ 45,791
Tax credits	15,684	10,577
Intangibles	1,211	1,308
Other	7,528	3,846
Total deferred tax assets	<u>88,004</u>	<u>61,522</u>
Deferred tax liabilities:		
Fixed assets	121	136
Total deferred tax liabilities	<u>121</u>	<u>136</u>
Valuation allowance	(87,883)	(61,386)
Total	<u>\$ —</u>	<u>\$ —</u>

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 \$5.0 million and \$3.4 million as of December 31, 2021 and 2020, respectively.

The following table summarizes the changes in the Company's unrecognized tax benefits during the periods presented (in thousands):

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2020</u>
Beginning of period	\$ 3,378	\$ 2,583
Current period tax position increases	1,806	1,198
Prior period tax position changes	(233)	(403)
End of period	<u>4,951</u>	<u>3,378</u>

The increase in the unrecognized tax benefit in 2021 is primarily additions based on tax positions related to 2021. 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

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interest or penalties were recognized in the Company's consolidated financial statements for 2021 or 2020. 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.

The net increase in the valuation allowance was \$26.5 million and \$16.3 million in 2021 and 2020, respectively.

At December 31, 2021, the Company has federal and state net operating loss carryforwards of \$46.5 million and \$12.8 million, respectively, which begin to expire in 2030 and \$248.3 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 \$13.2 million and \$8.9 million at December 31, 2021 and 2020, respectively, and state tax credits totaling \$9.7 million and \$6.5 million, at December 31, 2021 and 2020, respectively. The federal tax credits begin to expire in 2030. The state tax credits may be carried forward indefinitely.

Section 382 of the Internal Revenue Code of 1986, as amended, 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. The U.S. federal and state tax years from 2010 to 2020 remain open to examination due to the carryover of unused net operating loss carryforwards and tax credits.

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 years ended December 31, 2021 and 2020.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security ("CARES") Act was enacted and signed into law. GAAP requires recognition of the tax effects of new legislation during the reporting period that includes the enactment date. The CARES Act, includes changes to the tax provisions that benefits business entities, and makes certain technical corrections to the 2017 Tax Cuts and Jobs Act. The tax relief measures for businesses include a five-year net operating loss carryback, suspension of annual deduction limitation of 80% of taxable income from net operating losses generated in a tax year beginning after December 31, 2017, changes in the deductibility of interest, acceleration of alternative minimum tax credit refunds, payroll tax relief, and a technical correction to allow accelerated deductions for qualified improvement property. The CARES Act also provides other non-tax benefits to assist those impacted by the pandemic. The Company has evaluated the impact of the CARES Act and determined there was no material impact to the income tax provision for the year.

14. Related Party Transactions

The Company recorded other income of \$1,000 and \$202,000 for the years ended December 31, 2021 and 2020, respectively, under service contracts with a stockholder. The Company had a receivable from the stockholder as of December 31, 2021 and 2020 of zero and \$13,000, respectively.

The Company recorded expense of \$1.3 million and \$1.1 million for the years ended December 31, 2021 and 2020, respectively, related to intellectual property and other legal services performed by a related party. The Company owed \$203,000 and \$69,000 to the related party for the years ended December 31, 2021 and 2020, respectively.

ATRECA, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company recorded expense of \$0.7 million and \$1.7 million for the years ended December 31, 2021 and 2020, respectively, related to legal services performed by a related party. The Company owed \$86,000 and \$250,000 to the related party at December 31, 2021 and 2020, respectively.

The Company recorded research and development expenses of \$250,000 and \$251,000 for the years ended December 31, 2021 and 2020, respectively, under consulting agreements with a member of the Company's board of directors. The Company owed \$74,000 to the member of the Company's board of directors as of both December 31, 2021 and 2020.

15. Subsequent Events

The Company has evaluated subsequent events that may require adjustments to or disclosure in the consolidated financial statements through March 3, 2022, the date on which the consolidated financial statements were available to be issued.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

On July 15, 2021, WithumSmith+Brown, PC, an independent registered public accounting firm ("Withum"), acquired certain assets of OUM & Co. LLP ("OUM"), the independent registered public accounting firm for Atreca, Inc. (the "Company") (the "Transaction"). As a result of this Transaction, on July 15, 2021, OUM resigned as the Company's independent registered public accounting firm. Concurrent with such resignation, the Company, with the approval of its Audit Committee, consented to the engagement of Withum as the Company's new independent registered public accounting firm, effective July 15, 2021.

Prior to the Transaction, the Company did not consult with Withum regarding the application of accounting principles to any specific completed or contemplated transaction or regarding the type of audit opinion that might be rendered by Withum on the Company's financial statements, and Withum did not provide any written or oral advice that was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issue.

OUM's Report of Independent Registered Public Accounting Firm (the "Audit Report") on the Company's financial statements for the fiscal year ended December 31, 2020 did not contain any adverse opinion or disclaimer of opinion and was not qualified or modified as to uncertainty, audit scope or accounting principles.

During the year ended December 31, 2020, and during the interim period from the end of the most recently completed fiscal year through July 15, 2021, the date of resignation, there were no "disagreements" (as such term is defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions to Item 304) with OUM on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of OUM would have caused it to make reference to such disagreement in its reports. During the fiscal year ended December 31, 2020, and the subsequent interim period through July 15, 2021, there have been no "reportable events" (as such term is defined in Item 304 (a)(1)(v) of Regulation S-K).

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) that are designed to provide reasonable assurance that information required to be disclosed in our reports is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. As required by Rule 13a-15(b) under the Exchange Act, our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Form 10-K. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2021, our disclosure controls and procedures were effective at the reasonable assurance level.

Inherent Limitations Over Internal Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives and are effective at the reasonable assurance level. However, any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. Accordingly, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all error and fraud.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting that occurred during the quarter ended December 31, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management’s Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act). Our management conducted an assessment of the effectiveness of our internal control over financial reporting based on the criteria established in “Internal Control - Integrated Framework” (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”). Based on that assessment, our management has concluded that our internal control over financial reporting was effective as of December 31, 2021.

Attestation Report of the Registered Public Accounting Firm

This Form 10-K does not include an attestation report of our registered public accounting firm due to an exemption provided by the JOBS Act for “emerging growth companies.”

Item 9B. Other Information

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not Applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this Item (other than the information set forth in the next paragraph in this Item) will be included in the 2021 Proxy Statement to be filed with the SEC no later than 120 days after the end of our fiscal year ended December 31, 2021 and is incorporated herein by reference.

We have adopted a Code of Business Conduct and Ethics, or the Code of Conduct, applicable to all of our employees, executive officers and directors. The Code of Conduct is available on our website at ir.atreca.com. The nominating and corporate governance committee of our board of directors is responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers and directors. We expect that any amendments to the Code of Conduct, or any waivers of its requirements, will be disclosed on our website, as required by applicable law or the listing standards of The Nasdaq Global Select Market. The inclusion of our website address in this Form 10-K does not include or incorporate by reference into this Form 10-K the information on or accessible through our website.

We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of our Code of Ethics by posting such information on our website at ir.atreca.com within four business days following the date of such amendment or waiver.

Item 11. Executive Compensation

The information required by this Item will be included in the 2021 Proxy Statement to be filed with the SEC no later than 120 days after the end of the fiscal year ended December 31, 2021 and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item will be included in the 2021 Proxy Statement to be filed with the SEC no later than 120 days after the end of the fiscal year ended December 31, 2021 and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item will be included in the 2021 Proxy Statement to be filed with the SEC no later than 120 days after the end of the fiscal year ended December 31, 2021 and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information required by this Item will be included in the 2021 Proxy Statement to be filed with the SEC no later than 120 days after the end of the fiscal year ended December 31, 2021 and is incorporated herein by reference.

PART IV

Item 15. Exhibits, and Financial Statement Schedules

(a) We have filed the following documents as part of this Form 10-K:

(1) Consolidated Financial Statements

Our consolidated financial statements are listed under Part II, Item 8, “Financial Statements and Supplementary Data” of this Form 10-K.

(2) Financial Statement Schedules

All financial statement schedules have been omitted because they are not applicable, not material or the required information is shown under Part II, Item 8, “Financial Statements and Supplementary Data” of this Form 10-K.

(3) Exhibits

The following exhibits, as required by Item 601 of Regulation S-K, are incorporated by reference or are filed with this Form 10-K, in each case as indicated therein.

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Number	Exhibit Title	Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed Herewith
3.1	Amended and Restated Certificate of Incorporation of the Registrant.	8-K	001-38935	3.1	06/26/19	
3.2	Amended and Restated Bylaws of the Registrant.	8-K	001-38935	3.2	06/26/19	
4.1	Amended and Restated Investors' Rights Agreement, dated as of September 5, 2018, by and among the Registrant and certain of its stockholders.	S-1	333-231770	4.2	05/24/19	
4.2	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.	S-1	333-231770	4.3	05/24/19	
4.3	Form of Class A Common Stock Certificate of the Registrant.	8-K	001-38935	4.1	06/26/19	
4.4	Form of Class B Common Stock Certificate of the Registrant.	8-K	001-38935	4.2	06/26/19	
4.5	Description of Registrant's Securities	10-K	001-38935	4.5	03/11/20	
4.6	Form of Indenture	S-3	333-239652	4.6	07/02/20	
10.1#	Atreca, Inc. 2010 Equity Incentive Plan, as amended, and forms of agreement thereunder.	S-1	333-231770	10.1	05/24/19	
10.2#	Atreca, Inc. 2019 Equity Incentive Plan and forms of agreement thereunder.	S-1/A	333-231770	10.2	06/10/19	
10.3#	Atreca, Inc. 2019 Employee Stock Purchase Plan.	S-1/A	333-231770	10.3	06/10/19	
10.4#	Letter Agreement, dated as of November 7, 2019, by and between the Registrant and Susan Berland.	10-Q	001-38935	10.3	11/12/19	
10.5#	Form of Indemnity Agreement entered into by and between the Registrant and each director and officer.	S-1	333-231770	10.4	05/24/19	
10.6	Lease Agreement dated July 17, 2019, between the Registrant and ARE-EAST JAMIE COURT, LLC.	8-K	001-38935	10.18	07/23/19	
10.7	Lease Agreement dated July 17, 2019, between the Registrant and ARE-SAN FRANCISCO NO. 63, LLC.	8-K	001-38935	10.19	07/23/19	
10.8	Registration Rights Agreement, dated as of March 11, 2020, by and among the Registrant, Baker Brothers Life Sciences L.P. and 667, L.P.	10-K	001-38935	10.10	03/11/20	

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10.9#	Atreca, Inc. Non-Employee Director Compensation Policy.	10-K	001-38935	10.10	03/11/20	
10.10#	Atreca, Inc. Performance Bonus Plan	10-K	001-38935	10.10	03/11/20	
10.11†	Nominating Agreement, dated as of September 5, 2018, by and among the Registrant, Baker Brothers Life Sciences, L.P. and 667, L.P.	S-1/A	333-231770	10.15	06/10/19	
10.12	Sublease, dated as of March 22, 2016, by and between the Registrant and CardioDx, Inc.	S-1/A	333-231770	10.12	06/10/19	
10.13	First Amendment to Sublease, dated as of August 25, 2017, by and between the Registrant and CardioDx, Inc.	S-1/A	333-231770	10.13	06/10/19	
10.14†	Letter Agreement, dated as of August 21, 2015, by and between the Registrant and the Bill & Melinda Gates Foundation.	S-1/A	333-231770	10.14	06/10/19	
10.15†	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	S-1/A	333-231770	10.16	06/10/19	
10.16	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)	S-1/A	333-231770	10.17	06/10/19	
10.17†	Amendment No. 2 to Exclusive (Equity) Agreement, dated as of July 2, 2020, by and between the Registrant and the Board of Trustees of the Leland Stanford Junior University					X
10.18†	Collaboration and License Agreement, dated as of July 2, 2020, by and between the Registrant and Xencor, Inc.	10-Q	001-38935	10.1	08/12/20	
10.19†	Class A Common Stock Sales Agreement, dated as of August 12, 2020, by and between the Registrant and Cowen and Company, LLC	10-Q	001-38935	10.2	08/12/20	
10.20#	Amended and Restated Executive Employment Agreement, dated as of November 11, 2020, by and between the Registrant and John Orwin	10-Q	001-38935	10.3	11/12/20	
10.21#	Amended and Restated Executive Employment Agreement, dated as of November 11, 2020, by and between the Registrant and Herbert Cross	10-Q	001-38935	10.4	11/12/20	
10.22#	Amended and Restated Executive Employment Agreement, dated as of November 11, 2020, by and between the Registrant and Tito Serafini	10-Q	001-38935	10.5	11/12/20	

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10.23#	Amended and Restated Executive Employment Agreement, dated as of November 11, 2020, by and between the Registrant and Lisa Lynn Decker	10-Q	001-38935	10.6	11/12/20	
10.24#	Amended and Restated Executive Employment Agreement, dated as of November 11, 2020, by and between the Registrant and Norman Greenberg	10-Q	001-38935	10.7	11/12/20	
10.25#	Amended and Restated Executive Employment Agreement, dated as of November 11, 2020, by and between the Registrant and Courtney Phillips	10-Q	001-38935	10.8	11/12/20	
10.26#	Transition Separation and Consulting Agreement, dated March 31, 2021, between the Registrant and Norman Greenberg	10-Q	001-38935	10.8	05/12/21	
10.27†	License Agreement, dated as of October 18, 2021, by and between the Registrant and the Bill & Melinda Gates Medical Research Institute					X
16.1	Letter from OUM & Co. LLP to the Securities and Exchange Commission	8-K	001-38935	16.1	7/20/21	
21.1	Subsidiaries of the Registrant.	S-1	333-231770	21.1	05/24/19	
23.1	Consent of WithumSmith+Brown PC, independent registered public accounting firm.					X
23.2	Consent of OUM & Co. LLP, independent registered public accounting firm.					X
24.1	Power of Attorney (included in signature pages).					
31.1	Certification of Chief Executive Officer, as required by Rule 13a-14(a) or Rule 15d-14(a).					X
31.2	Certification of Chief Financial Officer, as required by Rule 13a-14(a) or Rule 15d-14(a).					X
32.1*	Certification of Principal Executive Officer and Principal Financial Officer, as required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. Section 1350).					X
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document.					X

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101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	X

Indicates management contract or compensatory plan.

† Portions of this exhibit (indicated by asterisks) have been omitted because they are not material and are the type that the Registrant treats as private and confidential.

* The certifications attached as Exhibit 32.1 accompany this Form 10-K pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed “filed” by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned thereunto duly authorized, in the City of San Carlos, State of California.

ATRECA, INC.

Date: March 3, 2022

By: /s/ JOHN A. ORWIN
John A. Orwin
President and Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John A. Orwin, Herbert Cross and Courtney Phillips, jointly and severally, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any amendments to this Annual Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and 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	Director, President and Chief Executive Officer <i>(Principal Executive Officer)</i>	March 3, 2022
<u>/s/ HERBERT CROSS</u> Herbert Cross	Chief Financial Officer <i>(Principal Financial and Accounting Officer)</i>	March 3, 2022
<u>/s/ BRIAN ATWOOD</u> Brian Atwood	Chairman of the Board of Directors	March 3, 2022
<u>/s/ KRISTINE M. BALL</u> Kristine M. Ball	Director	March 3, 2022
<u>/s/ FRANKLIN BERGER</u> Franklin Berger	Director	March 3, 2022
<u>/s/ DAVID LACEY</u> David Lacey	Director	March 3, 2022
<u>/s/ WILLIAM H. ROBINSON</u> William H. Robinson, M.D., Ph. D.	Director	March 3, 2022
<u>/s/ STACEY MA</u> Stacey Ma, Ph.D.	Director	March 3, 2022
<u>/s/ STEPHEN BRADY</u> Stephen Brady	Director	March 3, 2022
<u>/s/ LINDSEY ROLFE</u> Lindsey Rolfe, BSc, MB ChB, MRCP, FFPM	Director	March 3, 2022
<u>/s/ TITO A. SERAFINI</u> Tito A. Serafini, Ph.D.	Director and Chief Strategy Officer	March 3, 2022

CERTAIN INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDMENT NO. 2 TO EXCLUSIVE (EQUITY) AGREEMENT

This **AMENDMENT NO. 2 TO EXCLUSIVE (EQUITY) AGREEMENT** (“**Amendment**”) is effective as of July 2, 2020 (“**Amendment Effective Date**”), by and between **The Board of Trustees of the Leland Stanford Junior University**, an institution of higher education having powers under the laws of the State of California (“**Stanford**”), and **Atreca, Inc.**, a Delaware corporation having an address at 450 East Jamie Court, South San Francisco, CA 94080 (“**Atreca**”). Each of Stanford and Atreca are referred to in this Amendment as a “**Party**” and together, the “**Parties**.”

RECITALS

WHEREAS, the Parties have entered into that certain Exclusive (Equity) Agreement, dated June 28, 2012, as amended on May 24, 2018 (together, the “**Agreement**”), pursuant to which Stanford granted Atreca an exclusive license to certain patents controlled by Stanford relating to isolation of antibodies as described in Stanford docket S10-409;

WHEREAS, Atreca is negotiating a Collaboration and License Agreement with Xencor, Inc. (“**Xencor**,” and such agreement, the “**Xencor Agreement**”), pursuant to which Atreca and Xencor intend to collaborate on a discovery program to generate and characterize certain antibodies and targets for development and commercialization, and Atreca intends to grant a Sublicense, under the patent rights licensed by Stanford in the Agreement, to Xencor, and pursuant to which Xencor has requested this Amendment as a condition precedent to entering into the Xencor Agreement; and

WHEREAS, simultaneous with the execution of, and as an inducement to Xencor to enter into, the Xencor Agreement, the Parties now desire to amend the Agreement, in accordance with Section 19.3 of the Agreement, to be effective only upon the effectiveness of the Xencor Agreement.

NOW, THEREFORE, the Parties now desire, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to amend the Agreement as set forth in this Amendment.

ARTICLE 1 DEFINITIONS

1.1 Capitalized Terms; Effective Date.

1.1.1 Capitalized terms used in this Amendment shall have the meanings set forth in the Agreement.

1.1.2 This Amendment shall become effective only upon the Effective Date of the Xencor Agreement (as defined therein). Notwithstanding the foregoing, if the Effective Date of

the Xencor Agreement does not occur on or before [***] (the “**Outside Date**”), this Amendment shall be void and of no further force and effect between the Parties from and after the Outside Date.

ARTICLE 2 AMENDMENTS

2.1 **Amendment of Sublicensee Term.** The terms “sublicensee” or “sublicensees” are hereby replaced with “Sublicensee” or “Sublicensees,” respectively, wherever these terms appear in the Agreement.

2.2 **Amendment of Affiliate Term.** The term “affiliate” is hereby replaced with “Affiliate” wherever this term appears in the Agreement.

2.3 **Amendment of Section 2.9.** Section 2.9 of the Agreement is hereby amended by adding the following paragraph to the end of such section:

In the event that a Licensed Product is sold in a given country as part of or together with another active pharmaceutical agent that is not covered by a Licensed Patent (a “Combination Product”), the Net Sales from such Combination Product for purposes of calculating the royalty amounts due under this Agreement for such country shall be calculated by [***].

2.4 **Amendment of Section 2.11.** Section 2.11 of the Agreement is hereby amended in its entirety as follows:

2.11 “Sublicense” means any agreement between Atreca and a third party, or an agreement between any third party sublicensee of Atreca or its Affiliate and another third party, or any subsequent third party throughout multiple tiers, in each case negotiated through an arms-length transaction, that contains a grant of a sublicense to Stanford’s Licensed Patents regardless of the name given to the agreement by the parties; however, an agreement to make, have made, use or sell Licensed Products on behalf of Atreca is not considered a Sublicense. [***].

2.5 **Addition of Definitions.** The following definitions will be placed at the end of Section 2, Definitions.

2.14 “Affiliate” means any person, corporation, or other business entity which controls, is controlled by, or is under common control with Atreca; and for this purpose, “control” of a corporation means the direct or indirect ownership of more than fifty percent (50%) of its voting stock, and “control” of any other business entity means the direct or indirect ownership of greater than a fifty percent (50%) interest in the income of such entity.

2.15 “Sublicensee” means any entity that has obtained a Sublicense.

2.6 **Amendment of Section 4.1.** Section 4.1 of the Agreement is hereby amended in its entirety as follows:

4.1 **Permitted Sublicensing.** Atreca may grant Sublicenses, with the right to further sublicense through multiple tiers, in the Exclusive Licensed Field of Use only during the Exclusive term provided that [***]. Sublicenses with any exclusivity must include applicable diligence requirements commensurate with the diligence requirements of Appendix A, to the extent such requirements have not already been achieved.

2.7 **Amendment of Section 4.3.** Section 4.3 of the Agreement is hereby amended as follows solely with respect to the Xencor Agreement:

2.7.1 Subsection 4.3(B) is hereby deleted and replaced in its entirety with the following:

(B) [intentionally omitted];

2.7.2 Subsection 4.3(D) is hereby deleted and replaced in its entirety with the following:

(D) will require that Sublicensee comply with the applicable terms and conditions of Articles 8, 9 and 10 of this Agreement, mutatis mutandis.

2.7.3 Subsection 4.3(E) is hereby deleted and replaced in its entirety with the following:

(E) will include the provisions of Section 4.4 and require the transfer of all the Sublicensee's obligations, as a Sublicensee hereunder, to Atreca, including the payment of royalties due to Stanford hereunder, to Stanford or its designee, if this Agreement is terminated and Sublicensee's Sublicense survives such termination, as provided in Section 15.4. If the sublicensee is a spin-out from Atreca, Atreca must guarantee the sublicensee's performance with respect to the payment of Stanford's share of Sublicense royalties.

2.8 **Amendment of Section 4.5.** Section 4.5 of the Agreement is hereby amended in its entirety as follows, solely with respect to the Xencor Agreement:

4.5 **Copy of Sublicenses.** Atreca will submit to Stanford a copy of each Sublicense, which copy may be redacted with respect to Sublicensee's confidential information relating to its proprietary technology. Stanford has the right to receive all copies of Sublicensees' royalty reports upon written request to Atreca.

2.9 **Amendment of Section 5.1.** Section 5.1 of the Agreement is hereby amended in its entirety as follows:

5.1 This Agreement is subject to Title 35 Sections 200-204 of the United States Code. Among other things, these provisions provide the United States Government with nonexclusive rights in the Licensed Patent. They also impose the obligation that Licensed

Product sold or produced in the United States be "manufactured substantially in the United States" subject to certain waivers of this requirement as may be obtained under applicable laws. Atreca will ensure all obligations of these provisions are met. In the event Atreca desires to obtain a waiver, Stanford agrees to make good faith efforts to assist Atreca in obtaining such waiver[***].

2.10 **Amendment of Section 6.1.** Section 6.1 of the Agreement is hereby amended in its entirety as follows:

6.1 **Milestones.** Because the invention is not yet commercially viable as of the Effective Date, Atreca will diligently develop, manufacture, and sell Licensed Product and will diligently develop markets for Licensed Product. In addition, Atreca will, itself or through its affiliates or Sublicensees, meet the milestones shown in Appendix A, and notify Stanford in writing as each milestone is met. Stanford hereby acknowledges and agrees that Atreca has met milestone 1 on Appendix A, as amended by this Amendment. If Atreca believes it will be unable to meet any of milestones 2-4 on Appendix A, as amended by this Amendment, by the dates set forth therein, despite its diligent efforts, Atreca shall [***].

2.11 **Amendment of Article 15.** Article 15 is hereby amended to include the following new Section 15.4:

15.4 **Survival of Sublicenses.** Any Sublicense granted by Atreca under this Agreement shall survive any early termination of this Agreement as a direct license between Stanford and such Sublicensee, on reasonable terms and conditions substantially the same as those set forth in this Agreement, to the extent applicable to the rights granted by Atreca to such Sublicensee, provided that such Sublicensee is in compliance with the terms of the applicable Sublicense, has met all applicable diligence milestones as given in Appendix A and Stanford shall reasonably consider adjustment to the definition of “Net Sales” and similar provisions so as to better reflect the financial reporting of such Sublicensee and the nature of the relevant Licensed Product. Stanford and such Sublicensee shall promptly enter into good faith negotiations to put in place a separate agreement granting such direct license to such Sublicensee.

2.12 **Amendment of Appendix A.** Appendix A (Milestones) is hereby amended in its entirety as follows:

Appendix A - Milestones.

1. By December 31, 2019, Atreca will initiate a Phase I clinical trial on its first therapeutic product.
2. Within 12 months of the issuance of a claim covering research kits or reagents from the Licensed Patents in the United States, or by December 31, 2024, whichever occurs earlier, Atreca will release to market its first research kit or reagent.
3. By December 31, 2022, Atreca will complete a first efficacy assessment clinical trial on its first therapeutic product.
4. By June 30, 2023, Atreca and Stanford will meet and agree upon new milestones to be included in this Appendix A.

**ARTICLE 3
MISCELLANEOUS**

3.1 **Consideration.** Upon the Effective Date of the Xencor Agreement, Atreca will [***].

3.2 **Miscellaneous.** This Amendment shall be governed by and interpreted in accordance with the law of the State of California, without reference to the principles of conflicts of laws. The terms and conditions of the Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except to the extent expressly provided herein, the Agreement, as amended by this Amendment, constitute the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all previous oral and written communications between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their respective officers hereunto duly authorized as of the date first above written.

The Board of Trustees of the Leland Stanford Junior University

By: /s/ Mona Wan

Name: Mona Wan

Title: Associate Director

Atreca, Inc.

By: /s/ John A. Orwin

Name: John A. Orwin

Title: CEO

CERTAIN INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [*], HAS BEEN
OMITTED BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT
TREATS AS PRIVATE OR CONFIDENTIAL.**

Execution Version

**License Agreement
[***]**

This License Agreement (this “**Agreement**”) is entered into as of the date of last signature (the “**Effective Date**”) by the Bill & Melinda Gates Medical Research Institute, a nonprofit research institution organized under the laws of the state of Washington with its principal offices located at One Kendall Square, Building 600, Suite 6-301, Cambridge, MA 02139 (the “**Gates MRI**”), and Atreca, Inc., a corporation organized under the laws of Delaware with its principal offices located at 835 Industrial Road, Suite 400, San Carlos, CA 94070 (“**Atreca**”). The Gates MRI and Atreca are also collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

Background

- A. The Gates MRI is a wholly-owned subsidiary of the Bill & Melinda Gates Foundation (the “**Foundation**”) and a Foundation-funded entity. The Gates MRI’s charitable purposes include the promotion of health by accelerating the development of lifesaving and low-cost drugs, vaccines, therapeutics, and diagnostics including in the fields of malaria, tuberculosis, and enteric diseases, and the broad dissemination of knowledge and information, and of products at an affordable price, to benefit populations within developing countries (“**Global Access**”).
- B. The Foundation and Atreca are parties to the Side Letter, dated June 28, 2012, (as amended January 9, 2014, June 9, 2014, and August 21, 2015) under which the Foundation provided funding to Atreca to support the development of certain Atreca technology related to identification of functional antibodies generated in an immune response through use of DNA barcoding (the “**Side Letter**”).
- C. The Foundation and Atreca are parties to the Master Services Agreement, dated February 1, 2013, under which Atreca agreed to perform certain services for the Foundation, including using Atreca’s platform technology to rapidly identify the repertoire of functional antibodies generated in an immune response related to certain diseases and conditions of interest and research facilitation translation of the identified repertoire of functional antibodies into one or more clinical candidates for prophylaxis and/or therapy (the “**MSA**” and, together with the Side Letter, the “**Existing Agreements**”).
- D. Atreca has rights to the Atreca Antibodies (as defined below). In furtherance of the Gates MRI’s charitable purposes and Global Access, and consistent with rights granted to the Foundation and Foundation-funded entities pursuant to the Existing Agreements, Atreca desires to grant to the Gates MRI certain rights to develop and commercialize Atreca Antibodies for the prevention and treatment of malaria caused by infection with *Plasmodium falciparum* (“**Malaria**”).

In consideration of the foregoing and the covenants and promises contained in this Agreement, the Parties hereby agree as follows:

Agreement

1. **Definitions.** Each capitalized term used in this Agreement has the meaning given to it in this Section 1 or elsewhere in this Agreement.

1.1 “**Affiliates**” means, with respect to a Person, any Person that now or hereafter controls, is controlled by, or is under common control with that first Person. For purposes of this definition only, “control” means (a) the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether through acquisition, ownership of voting securities, or by contract relating to voting rights or corporate governance, or (b) ownership, directly or indirectly, of more than 50% of the outstanding voting securities or other ownership interests of that Person. A Person is deemed to be an Affiliate only as long as such control exists.

1.2 “**Atreca Antibodies**” means (a) Atreca’s monoclonal antibodies [***], (b) the [***] set forth on Schedule 3 and (c) the amino acid sequences of those antibodies described in the foregoing subclauses ((a) and (b)).

1.3 “**Atreca Biological Materials**” means any and all biological materials embodying or derived from the Atreca Antibodies[***].

1.4 “**Commercialization**” means any and all activities related to the commercialization of pharmaceutical products, including marketing, promoting, importing, distributing, offering for sale, or selling of pharmaceutical products (directly or indirectly through multiple levels of distribution), seeking pricing and reimbursement approvals for a pharmaceutical product, if applicable, preparing, distributing and otherwise publishing advertising and promotional materials, and all interactions and correspondence with a Regulatory Authority following Regulatory Approval of a pharmaceutical product. When used as a verb, “Commercialize” means to engage in Commercialization.

1.5 “**Control**” or “**Controlled**” means, with respect to any Patents, other Intellectual Property Rights, Information, Atreca Biological Materials or Gates MRI Biological Materials, that a Party has the legal authority or right (whether by ownership, license or otherwise, other than pursuant to a license granted to such Party under this Agreement) to grant a license, sublicense, access, or right to use (as applicable) under such Patents or other Intellectual Property Rights, or with respect to such Information, Atreca Biological Materials or Gates MRI Biological Materials, to the other Party on the terms and conditions set forth herein at the time of such grant, in each case without breaching the terms of any agreement with a third party.

1.6 “**Development**” means any and all activities related to the development and Regulatory Approval of pharmaceutical products, including pre- and post-Regulatory Approval research, preclinical testing, test method development and stability testing, toxicology, formulation, process development, manufacturing scale-up, quality assurance/quality control, clinical studies including phase I, phase II, phase III and pricing studies, seeking Regulatory Approval and otherwise handling regulatory affairs, statistical analysis, and report writing with respect to pharmaceutical products. When used as a verb, “**Develop**” means to engage in Development.

1.7 “**Gates MRI Biological Materials**” means any and all biological materials embodying or derived from the Atreca Antibodies, including [***].

1.8 “**Information**” means all inventions, discoveries, data, information (including scientific, technical or regulatory information), amino acid sequences, processes, methods, techniques, materials, technology, results, analyses, laboratory, pre-clinical and clinical data, and know-how, whether or not patentable, including pharmacology, toxicology, drug stability, chemistry, manufacturing and controls (CMC) data, Manufacturing and formulation methodologies and techniques, quality systems information, clinical and non-clinical safety and efficacy studies and data, analytical data (such as clone characterization data and expression level data), absorption, distribution, metabolism and excretion studies and data, and regulatory information, filings, and supporting data.

1.9 “**Intellectual Property Rights**” means (a) Patents; (b) rights in Information, trade secret and similar rights; (c) copyrights and related rights (including database rights); and (d) any similar, corresponding, or equivalent rights to any of the foregoing anywhere in the world and any applications for any of the foregoing. Intellectual Property Rights does not include any rights with respect to Trademarks.

1.10 “**Licensed Field**” means the prevention, treatment, amelioration, or mitigation of Malaria.

1.11 “**Licensed Patents**” means all Patents that are Controlled by Atreca or its Affiliates as of the Effective Date or during the term of this Agreement that are reasonably necessary or useful for (including any Patents that would be infringed, absent a license, by) the Development, Manufacture, or Commercialization of Licensed Products in the Licensed Field, including the Patents listed on Schedule 1 attached hereto.

1.12 “**Licensed Product**” means any preparation, substance, or formulation containing any Atreca Antibody (but excluding any improvements, modifications, or derivatives directly to the Atreca Antibodies), in any and all dosage forms and modes of administration, alone or in combination with other compounds or drug delivery technology or ingredients.

1.13 “**Licensed Know-How**” means all Information and all Intellectual Property Rights (other than Patents) that are Controlled by Atreca or its Affiliates as of the Effective Date or during the term of this Agreement that are reasonably necessary or useful for the Development, Manufacture, or Commercialization of Licensed Products in the Licensed Field, and Atreca Biological Materials provided to Gates MRI under Section 4.1(b).

1.14 “**Manufacture,**” “**Manufactured**” or “**Manufacturing**” means any and all activities related to the production, packaging, testing, and labeling of pharmaceutical products.

1.15 “**Patents**” means United States and foreign patents and similar rights and applications for patents and similar rights, including provisional applications, continuations, continuations-in-part, divisionals, reissues, renewals, extensions, and modifications thereof.

1.16 “**Person**” means any individual, corporation, company, limited liability company, partnership, limited liability partnership, trust, estate, proprietorship, joint venture, association, organization, or entity.

1.17 “**Regulatory Approval**” means the approval and authorization by a Regulatory Authority in a country necessary to Develop, Manufacture, or Commercialize a pharmaceutical product in that country, including pricing and reimbursement approval, where applicable.

1.18 “**Regulatory Authority**” means any international, national, regional, state, or local regulatory agency, department, bureau, commission, council, or other governmental entity in each country of the world involved in the granting of Regulatory Approval for a pharmaceutical product.

1.19 “**Regulatory Submission**” means applications for Regulatory Approval, notification, and other submissions (including any correspondence) made to or with a Regulatory Authority that are necessary or reasonably desirable to Develop, Manufacture, or Commercialize a pharmaceutical product in a particular country, whether obtained before or after a Regulatory Approval in the country. Regulatory Submissions include investigative new drug applications and new drug applications, and other filings or applications for Regulatory Approval, and amendments and supplements to any of the foregoing and their foreign counterparts, applications for pricing and reimbursement approvals, and submissions pertaining to proposed labels, labeling, package inserts, monographs, and packaging for pharmaceutical products.

1.20 “**Right of Reference**” has the meaning given to it in 21 C.F.R. § 314.3(b) and any similar foreign regulations permitting reference to any Regulatory Submissions and underlying Information.

1.21 “**Territory**” means the countries set forth on Schedule 2. The Parties may amend the Territory to include other countries that, as of the date on which the Licensed Product obtains WHO prequalification, are eligible for support by Gavi, the Vaccine Alliance (formerly known as Global Alliance for Vaccines and Immunizations), or are identified by the Malaria Vaccine Advisory Committee (MALVAC) of the WHO as Malaria-endemic countries. Any such amendment will be subject to the Parties’ mutual written agreement.

1.22 “**Trademarks**” means trademarks, service marks, trade names, and similar rights with respect to indicia of source or origin.

2. License.

2.1 License Grant. Atreca hereby grants, on its own behalf and on behalf of its Affiliates, to the Gates MRI a limited, non-exclusive, perpetual and irrevocable (except as set forth in Section 10), sublicensable (solely in accordance with Section 2.2), royalty-free, fully paid-up license under and with respect to the Licensed Patents and the Licensed Know-How to (a) Develop, anywhere in the world, Licensed Products for use in the Licensed Field, (b) Manufacture and have Manufactured Licensed Products (and any ingredients thereof, including the Atreca Antibodies) anywhere in the world for use in the Licensed Field, and (c) Commercialize Licensed Products in the Licensed Field in the Territory. For clarity, the license granted by Atreca to the Gates MRI under the Licensed Patents or Licensed Know-How in this Section 2.1 [***].

2.2 Sublicense. Subject to the terms and conditions of this Agreement, the Gates MRI has the right to grant sublicenses of any or all of the rights granted to it under Section 2.1 to (a) its Affiliates, and (b) partners and contractors to conduct activities in furtherance of the Development, Manufacture, and Commercialization of the Licensed Products in the Licensed Field, and with respect to Commercialization, in the Territory. Each sublicense shall be subject to a written agreement that is consistent with the terms and conditions of this Agreement, and shall not impose any obligation or liability on Atreca. As between the Parties, the Gates MRI remains responsible for compliance with its obligations under this Agreement, including for acts or omissions of its sublicensees that result in a failure to comply with such obligations.

2.3 No Implied License. Except as expressly set forth herein, neither Party shall acquire any license, right or other interest pursuant to this Agreement, whether by implication or otherwise, under any Intellectual Property Rights of the other Party.

2.4 Negative Covenant. The Gates MRI agrees that it will not, and will not authorize any of its Affiliates and sublicensees to, [***]. For clarity, the foregoing does not restrict the Gates MRI (or its Affiliates or sublicensees) from using or practicing any Information or biological materials that are not Confidential Information of Atreca (subject to Section 6.3) or otherwise not proprietary to Atreca (for clarity, any Licensed Patents will be considered proprietary to Atreca).

3. Development, Manufacture, and Commercialization; Regulatory Matters

3.1 Development, Manufacture and Commercialization. The Gates MRI will fund and control, and make all final decisions with respect to, the Development, Manufacture, and Commercialization of the Licensed Products for use in the Licensed Field in the Territory in its discretion and at its own cost and expense, including preclinical and clinical Development and regulatory activities. Atreca will reasonably cooperate with the Gates MRI and its sublicensees and contractors to facilitate the conduct of such activities.

3.2 Contractors. Each Party may engage contractors in its discretion in connection with the Development, Manufacture, and Commercialization of the Atreca Antibodies and Licensed Products under this Agreement, provided that such contractors are subject to terms and conditions consistent with those of this Agreement. As between the Parties, each Party remains responsible for compliance with its obligations under this Agreement, including for acts or omissions of its contractors that result in a failure to comply with such obligations.

3.3 Regulatory Matters. Regulatory strategy [***]. As between the Parties, the Gates MRI will be solely responsible for conducting all activities relating to obtaining Regulatory Approvals with respect to the Licensed Product in the Licensed Field in the Territory, including preparing and submitting Regulatory Submissions and attending meetings with Regulatory Authorities. The Gates MRI will own all right, title, and interest in all Regulatory Submissions and Regulatory Approvals for the Licensed Products in the Licensed Field in the Territory.

3.4 Joint Coordination Committee. Without limiting anything in this Section 3, the Parties will establish a joint coordination committee (“**JCC**”) with an equal number of representatives of both Parties.

(a) *Functions*. Through the JCC, the Gates MRI will keep Atreca reasonably informed of its progress in connection with the Development of the Licensed Product, including [***], and Atreca will keep the Gates MRI reasonably informed of any relevant developments pertaining to the Atreca Antibodies. The JCC will also facilitate data sharing as described in Section 4. For the avoidance of doubt, the JCC will not have the authority to amend or modify any term or condition of, or take any action inconsistent with, this Agreement, including any financial terms or obligations hereunder, which amendment or modification can only be made in accordance with Section 13.12.

(b) *Meetings*. The JCC will meet (in person or by telephone conference) as agreed by the Parties throughout the term of this Agreement. Each Party will appoint a key contact from its JCC representatives (“**Contact Manager**”) to serve as liaisons for the Parties. The JCC will keep minutes of all meetings and the Parties will alternate responsibility for the preparation of minutes of each JCC meeting. The Contact Manager for each Party will review and approve all JCC meeting minutes. Each Party will bear its own costs and expenses incurred in connection with its participation in JCC meetings.

(c) *Written Reports*. The Gates MRI will provide Atreca with a written report [***] within [***] days of the [***] of the Effective Date documenting the progress made with respect to the Development of the Licensed Product.

4. **Biological Materials; Data Sharing**

4.1 Biological Materials.

(a) [***] *Work*. The Parties acknowledge that [***] has possession of and access to certain Atreca Antibody materials [***], and that, under a separate written agreement between Atreca and [***], [***] has performed and is performing services and Development activities pertaining to the Atreca Antibodies [***] (“**[***] Work**”).

(b) *Access to Atreca Biological Materials*. In order to enable the Gates MRI to exercise its rights hereunder, Atreca hereby authorizes [***] to provide the Gates MRI with access to any and all Atreca Biological Materials. Atreca will confirm such authorization in writing (including by email) if requested by the Gates MRI or [***]. For clarity, Atreca will not be directly responsible for any supply failure of such Atreca Biological Materials by [***]. The Gates MRI may use and permit its collaboration

partners and other sublicensees (including [***]) and contractors to use such Atreca Biological Materials [***] in connection with the exercise of its and their rights pursuant to this Agreement.

4.2 **Shared Data.** Each Party will share, on an ongoing basis during the term of this Agreement, and subject to any additional terms that may reasonably be required (e.g., pertaining to safety, pharmacovigilance, confidentiality, or privacy), Information specifically relating to (i) the Atreca Antibodies and their Development or Manufacture, including Atreca Biological Materials or (ii) the Gates MRI Biological Materials (subject to availability), as applicable, which is Controlled by a Party or its Affiliates (collectively, “**Shared Data**”). Shared Data shall include Regulatory Submissions related to the Licensed Product, provided that the Gates MRI shall only be required to share [***] upon Atreca’s written request and only if Atreca is [***] with actual or potential licensees, sublicensees or contractors [***] (“**Atreca Sublicensees**”). For the avoidance of doubt, [***] will be the only component of Shared Data that requires a written request. Gates MRI will share any Regulatory Submissions solely through a secure online data repository.

4.3 **Use of Shared Data.**

(a) *By the Gates MRI.* The Gates MRI may use, and permit use by its sublicensees and contractors of, Atreca’s Shared Data solely in connection with the exercise of its and their rights pursuant to this Agreement and for no other purpose. Atreca hereby grants to the Gates MRI (which the Gates MRI may extend to its sublicensees and contractors) a Right of Reference to Regulatory Submissions (and underlying Information) submitted by or on behalf of Atreca (including those of its Affiliates and Atreca Sublicensees) to the extent necessary or useful for the exercise of the Gates MRI’s rights granted pursuant to this Agreement.

(b) *By Atreca.*

(i) Except as set forth in Sections (ii) and (iii), Atreca may use the Gates MRI’s Shared Data for internal research purposes only.

(ii) Upon Atreca’s written notice, notwithstanding anything to the contrary in Section (i) or Section 6, the Gates MRI will permit Atreca to share the Gates MRI’s Shared Data with potential Atreca Sublicensees and contractors under confidentiality terms no less restrictive than those of this Agreement, only for the limited purpose of evaluating whether to exercise the Commercial License (as set forth below).

(iii) Atreca and the Atreca Sublicensees and contractors may use and reference the Gates MRI’s Shared Data (including data generated prior to and including clinical trial applications (e.g., IND submissions or comparable applications to a Regulatory Authority if filed outside of the United States), clinical trial data, documents pertaining to the design or implementation of clinical studies, including the Trial Master File (TMF) or equivalent, and any Regulatory Submissions) and the Gates MRI Biological Materials generated, made, or produced by [***] or other third parties, as sublicensees of the Gates MRI hereunder, in each case subject to the terms of Sections 5.2 and 5.3, and any additional terms as described in Section 4.2, for commercial purposes (i.e., any purposes other than internal research purposes, including Development, Manufacture, and Commercialization of the Atreca Antibodies) outside the Territory (“**Commercial License**”). Atreca or the Atreca Sublicensee shall have the right to exercise the Commercial License at any time during the term of this Agreement by providing written notification to Gates MRI of the commencement and status of commercial Development efforts (including notification of any sublicense entered into by Atreca with an Atreca Sublicensee for purpose of exercising the Commercial License). In such event, the Gates MRI will, as applicable, (A) grant to Atreca a Right of Reference to the applicable Shared Data and Regulatory Submissions, and (B) authorize [***] or other third parties to supply

the applicable Gates MRI Biological Materials to Atreca, subject to availability. For clarity, the Parties agree that any such Gates MRI Biological Materials will be stored by [***] and not by [***]. The Gates MRI will not be directly responsible for [***] such Gates MRI Biological Materials by [***].

(c) Atreca may, in connection with its exercise of the Commercial License, request that the Gates MRI cooperate in facilitating a technology transfer of CMC data related to the Licensed Products that is Controlled by the Gates MRI (“**Gates MRI CMC Data**”). In such event, the Gates MRI (or its contract manufacturer) will cooperate in transferring the Gates MRI CMC Data to Atreca in accordance with a CMC technology transfer plan to be mutually agreed by the Parties in writing (“**CMC Technology Transfer**”).

(d) *Publication.* All proposed publications pertaining to the Parties’ activities related to the Atreca Antibodies will be subject to the other Party’s right to review the publication to identify and request removal of any Confidential Information and request delay for patent filing purposes. The Party proposing to publish any such publication (“**Publishing Party**”) will provide the other Party (“**Reviewing Party**”) with a copy of any such publication at least [***] days prior to submission for publication. The Reviewing Party will review the proposed publication and notify the Publishing Party (where email is sufficient) if it determines that such publication (a) contains any of its Confidential Information or (b) contains any information regarding an invention for which the Reviewing Party desires to seek patent protection. In the event of (a), the Publishing Party will promptly remove any such Confidential Information prior to publication. In the event of (b), the Publishing Party will delay publication for [***] days (or such shorter period if agreed by the Reviewing Party) to permit the filing of patent applications by the Reviewing Party. All publications will be made under “open access” terms and conditions consistent with the Foundation’s Open Access Policy, currently available at <https://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy>, which may be modified from time to time. The Gates MRI recognizes that Atreca has invested significant time under Foundation funded work streams to generate the Atreca Antibodies. The Gates MRI will make a good faith effort to include all interested Atreca authors in any publications pursued by the Gates MRI related to work with the Atreca Antibodies under the Existing Agreements.

5. Financial Terms

5.1 No Payment by the Gates MRI. In furtherance of Global Access, the licenses and other rights granted to the Gates MRI hereunder are royalty-free and no payments will be owed to Atreca by the Gates MRI or its Affiliates, sublicensees, or contractors hereunder or otherwise on account of the Development, Manufacture, and Commercialization of Licensed Products in the Licensed Field in the Territory.

5.2 Commercial License Royalties and Fees. If Atreca exercises the Commercial License, and in exchange for the rights granted pursuant thereto, Atreca will pay to the Gates MRI the following amounts:

(a) *Royalties.* Atreca shall pay the Gates MRI a running royalty of [***] percent ([***]%) of Net Sales of Licensed Products Developed or Manufactured using the Gates MRI Shared Data (each, a “**Royalty Product**”) during the Royalty Term.

(i) “**Net Sales**” means all amounts received, in whatever form, by Atreca, its Affiliates or Atreca Sublicensees (excluding distributors) from third party purchasers for the sale of Royalty Products, less the following deductions to the extent actually incurred or received [***]. If a single amount falls into more than one of the categories set forth in clauses [***] in the foregoing, such amount may not be deducted more than once. Notwithstanding the foregoing, Net Sales shall not include (A) amounts for

Royalty Products distributed by Atreca or its Affiliates or Atreca Sublicensees for use in research or clinical trials, or (B) sales of Royalty Products at or below Atreca's or its Affiliates' or Atreca Sublicensees' cost of manufacturing such Royalty Products for any patient access programs, compassionate use or named patient sales. If a Royalty Product is sold in the form of a combination product containing both a Royalty Product and one or more separate active ingredient that is not a Royalty Product (a "**Combination Product**"), the Net Sales of such Royalty Product shall be determined as follows: first, the actual Net Sales of such Combination Product shall be determined using the above provisions; then such amount shall be [***]. If the Royalty Product in such Combination Product is sold separately but any other active ingredient in such Combination Product is not sold separately, Net Sales shall be [***]. If the Royalty Product in such Combination Product is not sold separately but the other active ingredient in such Combination Product is sold separately, Net Sales shall be [***]. If neither such Royalty Product nor any other active ingredient in such Combination Product is sold separately, the adjustment to Net Sales shall be [***] to fairly reflect the relative value of the Royalty Product and the other active ingredient in the Combination Product.

(ii) "**Royalty Term**" means, on a Royalty Product-by-Royalty Product basis, the period of time starting on the date of the first commercial sale of such Royalty Product and continuing until the expiration of [***] years from the first commercial sale of such Royalty Product.

(b) *Sublicense Revenue*. [***] percent ([***]%) of all Sublicense Revenue. "**Sublicense Revenue**" means all consideration received, in whatever form (including [***]), by Atreca or its Affiliates from Atreca Sublicensees in consideration for the grant to an Atreca Sublicensee of any right to use any Gates MRI Shared Data to such Atreca Sublicensees for the Development and Commercialization of Royalty Products outside the Territory; provided that if the agreement with such Atreca Sublicensee also includes a grant of a license or other rights under [***] (other than any Intellectual Property Rights in the Atreca Antibodies or [***]), the total consideration shall be allocated by [***] based on a [***] of the fair market value, between the [***], on the one hand, and such [***], on the other hand, in order to determine the amount of such consideration that is subject to a Sublicense Revenue payment obligation under this Section 5.2(b). For clarity, Sublicense Revenue does not include [***].

(c) *Reports; Payment Terms*. No later than [***] days after the end of each calendar quarter, Atreca will provide to the Gates MRI a detailed report setting forth the calculation of amounts owed under this Section 5.2 for such calendar quarter and the basis for such calculation, which report will be signed by an authorized representative of Atreca. Each such report will be accompanied by the payment of the amounts owed for the applicable reporting period. For the avoidance of doubt, calendar quarters will end on the last day of March, June, September, and December of each calendar year.

5.3 CMC Technology Transfer Fees. In exchange for the CMC Technology Transfer, Atreca will pay to the Gates MRI [***] incurred by the Gates MRI or its Affiliates or contract manufacturer in connection with the CMC Technology Transfer. Details regarding such costs and the payment terms therefor will be mutually agreed to in writing and set forth in the CMC Technology Transfer plan.

5.4 Audits. The Gates MRI will have the right, upon [***] days' prior notice, to engage an independent certified public accountant reasonably acceptable to Atreca to conduct, during normal business hours, an audit of Atreca's and its Affiliates' records to verify the information contained in the reports provided pursuant to Section 5.2(c). Such audit may not (a) be conducted for any reports pertaining to any calendar quarter more than [***] years after the end of such calendar quarter, or (b) be conducted more than once with respect to such calendar quarter. Such accountant shall not disclose Atreca's or its Affiliates' Confidential Information to the Gates MRI, except to the extent such disclosure is necessary to verify the accuracy of such reports being audited. Each such audit will be at the Gates MRI's expense unless the audit

reveals an underpayment of [***] percent ([***]%) or more in any calendar quarter of any sums due to the Gates MRI hereunder, in which case the costs of such audit will be borne by Atreca. Any amounts shown to be owed but unpaid, or overpaid and in need of refund, as the case may be, together with any interest owed thereon as set forth below, will be made to or refunded by the Gates MRI within [***] days of the accountant's report.

5.5 Interest. Without limiting the Gates MRI's other rights and remedies under this Agreement, all sums owed or payable to the Gates MRI hereunder that are not paid when due will bear interest at the rate of [***] percent ([***]%) per month, or such lower rate as may be the maximum rate permitted under applicable law, from the original due date to the date paid in full.

5.6 Taxes. In addition to all sums due to the Gates MRI hereunder, Atreca will be responsible for all taxes, levies, duties, tariffs, fees, assessments, deductions, charges, or fees imposed by any foreign, federal, state, and local authority (collectively "**Taxes**") based upon any sales of products by Atreca, its Affiliates or Atreca Sublicensees, or payments made in connection with this Agreement. All sums due to the Gates MRI hereunder will be paid without deduction or withholding for or on account of any present or future Taxes. If Atreca is required by law to deduct or withhold any Taxes from any sums due hereunder, then [***].

6. Confidentiality

6.1 Confidential Information. "**Confidential Information**" means any non-public Information disclosed by one Party, directly or through its Affiliates, sublicensees, or contractors (the "**Disclosing Party**"), to the other Party, directly or through its Affiliates, sublicensees, or contractors (the "**Receiving Party**"), in connection with this Agreement, including the Shared Data and any other scientific, technical, or business information, which information (a) is marked as "confidential" or "proprietary" if disclosed in tangible form, or (b) if disclosed orally or visually, is identified as being confidential at the time of disclosure and thereafter summarized in a writing marked as "confidential" or "proprietary" and delivered to the Receiving Party no later than [***] days after such disclosure, or (c) should reasonably be considered to be confidential or proprietary given the nature of the information and circumstances surrounding its disclosure.

6.2 Restrictions on Use and Disclosure. The Receiving Party will not use Confidential Information of the Disclosing Party for any purpose other than to exercise its rights and perform its obligations under this Agreement (the "**Purpose**"). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any other parties except as expressly permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees, trustees, directors, Affiliates, sublicensees, collaborators, and contractors of the Receiving Party who have a need to know such Confidential Information for the Purpose and who are bound by restrictions on use and disclosure under provisions no less strict than those required hereunder. To the extent that these confidentiality obligations conflict with any other rights under this Agreement, such other rights will prevail. The Receiving Party will maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Upon any expiration or termination of this Agreement or upon the request of the Disclosing Party, the Receiving Party must return or destroy, at the Disclosing Party's option, all Confidential Information of the Disclosing Party and any copies thereof, except to the extent that the Receiving Party requires such Confidential Information to exercise any surviving rights under this Agreement.

6.3 Exceptions. The restrictions on use and disclosure in this Agreement will not apply to any Information that (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving

Party without an obligation of confidentiality owed to the Disclosing Party, as evidenced by prior written documentation of the Receiving Party; (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party; (c) is obtained by the Receiving Party from an unaffiliated third party without a duty of confidentiality owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information as can be shown by documentary evidence. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to its accountants, attorneys, financial advisors, actual or potential bona fide acquirers, or institutional non-strategic investors, and licensees, in each case subject to obligations of confidentiality comparable to those contained herein. This Agreement will not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party will, if permitted under applicable law or judicial order, promptly notify the Disclosing Party to allow intervention (and will cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). The Receiving Party will advise the Disclosing Party in writing of any misappropriation or misuse of Confidential Information of such Disclosing Party of which the Receiving Party becomes aware.

6.4 Equitable Relief. Each Party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets and other valuable proprietary information of the Disclosing Party and that any unauthorized use or disclosure of such Confidential Information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each Party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party.

6.5 Existence of Agreement. The terms and details of this Agreement will constitute Confidential Information, although the existence of this Agreement is not Confidential Information, and the Parties may disclose to third parties the existence of this Agreement. Notwithstanding the foregoing, each Party hereto may disclose the terms of this Agreement as permitted in Section 6.2, and (a) to any Regulatory Authority or other governmental authority having jurisdiction and requiring such disclosure; (b) in response to a valid subpoena or as otherwise may be required by law; (c) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission ("**SEC**"), or any other filings, reports, or disclosures to the extent required under applicable laws or regulations; (d) subject to obligations of confidentiality comparable to those contained herein, to a Party's accountants, legal counsel, tax advisors, and other financial and legal advisors with a reasonable need to know; (e) as required during the course of litigation; (f) subject to obligations of confidentiality comparable to those contained herein, to a third party or its legal or financial advisors in connection with a proposed merger, acquisition or similar transaction involving such Party or its assets, or license under Intellectual Property Rights that are the subject of rights granted hereunder; and (g) with the prior written consent of the other Party. In addition, each Party and its Affiliates may include the terms and details of this Agreement, including the name of the other Party, in its periodic public reports and may make that information available on its website and as part of public records, tax returns, and other similar public disclosures. Each Party may also file this Agreement with the SEC, or any national securities exchange, with such confidential treatment request redactions as determined by the Party filing the Agreement with notice reasonably in advance of such filing to the other Party and in consultation with the other Party, provided that the Party filing the Agreement shall make the final decision regarding such redactions.

7. Warranties

7.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that, as of the Effective Date (except where otherwise indicated):

(a) It is a corporation or nonprofit organization duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation.

(b) It has all necessary rights, power, and authority to enter into this Agreement and, in so doing, perform its obligations hereunder and grant the rights granted by it herein without violating any agreement with any other party.

(c) It has not entered, nor will it enter, into any agreement with a third party that conflicts with or would be breached or otherwise violated by (or would result in the loss of the ability to grant) (i) the rights granted to the other Party at any time under this Agreement, (ii) any other provision of this Agreement, or (iii) either Party's performance of its obligations under this Agreement.

(d) It will not take any action that would in any way prevent it from granting the rights granted to the other Party under this Agreement, or that would otherwise conflict with the rights granted to the other Party under this Agreement.

7.2 Additional Representations and Warranties of Atreca. Atreca represents and warrants to the Gates MRI that, as of the Effective Date (except where otherwise indicated):

(a) Atreca solely owns all right, title, and interest in and to the Atreca Antibodies; subject to [***]; provided that the representation made in this Section 7.2(a) does not address absence of infringement of any third party Patents;

(b) To the best of Atreca's knowledge, the [***] of the Atreca Antibodies do not infringe any Intellectual Property Rights of any third party;

(c) Atreca is not subject to any agreement with a third party that [***] or its rights to practice the Licensed Patents licensed to the Gates MRI hereunder in the Territory, and its right and ability to perform its obligations under this Agreement;

(d) Neither the Atreca Antibodies nor any Licensed Patents are subject to, or were developed pursuant to any funding agreement with any government or government agency[***];

(e) Atreca has not received any written or oral claim of ownership, or inventorship from any third party (including, for this purpose, current or former officers, directors, employees, consultants, or personnel of Atreca or any predecessor) with respect to the Atreca Antibodies, or the Licensed Patents, and Atreca is not aware of any reasonable basis for any such claim;

(f) There are no challenges, oppositions, interferences, or other proceedings pending or, to Atreca's knowledge, threatened with respect to the Licensed Patents or Atreca's rights to the Atreca Antibodies;

(g) Atreca has disclosed all current licensees of rights with respect to the Atreca Antibodies to the Gates MRI and will disclose all future licensees to the Gates MRI as provided under Section 13.1;

(h) Atreca has not received or brought any claim of infringement (including patent infringement) with respect to the Atreca Antibodies or the Licensed Patents; and

(i) To Atreca's knowledge, all data, study results, and other Information relating to the Atreca Antibodies presented by Atreca to the Gates MRI prior to the Effective Date are [***], as of the time such data, study results, and other Information were or are presented to the Gates MRI.

(j) Atreca Controls the Patents listed on Schedule 1 hereto.

7.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

8. Indemnity

8.1 Atreca's Right to Indemnification. Subject to Section 8.3, the Gates MRI will (a) defend each of Atreca, its Affiliates, successors and assigns and their respective directors, officers, employees, and agents from and against any third party claim, action, suit, or proceeding ("**Claim**") based on: (i) the Development, Manufacture, or Commercialization of Licensed Products by the Gates MRI or its Affiliates, agents, subcontractors, or sublicensees; (ii) the negligence or intentional misconduct of the Gates MRI or any of its agents or employees, or Affiliates, subcontractors or sublicensees, or (iii) any material breach by the Gates MRI or its Affiliates, agents, subcontractors or sublicensees of any term (including any material inaccuracy or other breach of any representation or warranty made by the Gates MRI) of this Agreement, except in each case ((i) through (iii)), to the extent that Atreca is obligated to indemnify the Gates MRI against such Claim pursuant to Section 8.2, and (b) pay any damages, costs, and expenses finally awarded against Atreca as a result of, and attributable to, such Claim.

8.2 The Gates MRI's Right to Indemnification. Subject to Section 8.3, Atreca will (a) defend each of the Gates MRI, its Affiliates, successors and assigns and their respective directors, trustees, officers, employees, and agents from and against any Claim based on: (i) the Development, Manufacture, or Commercialization of Licensed Products by Atreca or its Affiliates, agents, subcontractors, licensees or Atreca Sublicensees; (ii) the negligence or intentional misconduct of Atreca or any of its agents or employees or Affiliates, subcontractors, licensees or Atreca Sublicensees, or (iii) any material breach by Atreca or its Affiliates, agents, subcontractors, licensees or Atreca Sublicensees of any term (including any material inaccuracy or other breach of any representation or warranty made by Atreca) of this Agreement, except in each case ((i) through (iii)), to the extent that the Gates MRI is obligated to indemnify Atreca against such Claim pursuant to Section 8.1, and (b) pay any damages, costs, and expenses finally awarded against the Gates MRI as a result of, and attributable to, such Claim.

8.3 Process for Indemnification. For purposes of Sections 8.1 and 8.2, the Party seeking indemnification will give prompt written notice to the indemnifying Party of any Claims that may give rise to any claim for which indemnification may be required under this Section 8, provided, however, that failure to give such notice will not relieve the indemnifying Party of its obligation to provide indemnification hereunder except if and to the extent that such failure materially and adversely affects the ability of the indemnifying Party to defend against or mitigate the applicable Claim. The indemnifying Party will be entitled to assume control of the defense of any such Claim at its own cost and expense, provided, however, that the other Party will have the right to be represented by its own counsel at its own cost in such matters. Neither the indemnifying Party nor the indemnified Party will settle or dispose of any Claim in any manner

that would adversely affect the rights or interests of the other Party (including the obligation to indemnify hereunder) without the prior written consent of the other Party, which will not be unreasonably withheld or delayed. Each Party will cooperate with the other Party and its counsel in the course of the defense of any such Claim, such cooperation to include using reasonable efforts to provide or make available documents, information and witnesses.

9. Intellectual Property

9.1 Retention of Rights. Each Party will retain ownership of its Information and Intellectual Property Rights, including its Patents and any rights in its Shared Data and Regulatory Submissions, subject to the licenses and other rights set forth herein.

9.2 Inventions. Ownership will follow inventorship for any and all Information, improvements and inventions developed, created, conceived or reduced to practice by or on behalf of a Party in the performance of its obligations or the exercise of its rights under this Agreement during the term of this Agreement, including all Intellectual Property Rights thereto (collectively “**Inventions**”), with inventorship to be determined in accordance with United States patent laws (regardless of where the applicable activities occurred). For the avoidance of doubt, Inventions developed, created, conceived or reduced to practice solely by or on behalf of Atreca or any of its Affiliates will be solely owned by Atreca or its Affiliates. Inventions developed, created, conceived or reduced to practice solely by or on behalf of the Gates MRI or any of its Affiliates will be solely owned by the Gates MRI or its Affiliates. Inventions invented jointly by or on behalf of Atreca or any of its Affiliates on the one hand, and the Gates MRI or any of its Affiliates, on the other hand, will be jointly owned by both Parties (“**Joint Inventions**”). If the Gates MRI has or acquires Control of any Patents on Inventions in countries outside of the Territory that are reasonably necessary or useful for the Development, Manufacture, or Commercialization of Licensed Products in the Licensed Field outside of the Territory (the “**Additional Gates Patents**”), the Gates MRI will promptly notify Atreca. The Gates MRI hereby grants Atreca [***]. Atreca may exercise its right to negotiate such license by notifying the Gates MRI in writing within [***] days from the date of such disclosure by the Gates MRI to Atreca (“**Option Period**”). If Atreca exercises its option during the Option Period, the Gates MRI and Atreca shall negotiate the terms of such license in good faith, on commercially reasonable terms, for a period of [***] days from the date such option is exercised (“**Negotiation Period**”). If Atreca and the Gates MRI fail to enter into such license agreement with respect to any specific Additional Gates Patent within the applicable Negotiation Period (including any extension thereof as the Parties may mutually agree), the Gates MRI shall have no further obligation to Atreca with respect to such Additional Gates Patent.

9.3 Prosecution and Enforcement. Each Party will be responsible, at its own discretion and expense, for filing, maintaining, prosecuting, and defending its Intellectual Property Rights. Specifically, Atreca will be responsible for the filing, maintaining, prosecuting, and defending the Licensed Patents, provided that Atreca will provide the Gates MRI with a reasonable opportunity to comment upon any proposed Patent filings and prosecution strategies for the Licensed Patents in the Territory pertaining to the Licensed Products. Atreca will provide in a timely fashion (at least [***] weeks before submission) to the Gates MRI a draft version of all patent application filings and applicant responses to patent prosecution office actions, or other administrative proceedings that could substantively affect the scope of eventual patent rights, and consider any comments made by the Gates MRI in response thereof, in good faith. If Atreca decides at any time not to prosecute or maintain a Licensed Patent in any country in the Territory, Atreca will provide written notice of such decision to the Gates MRI, and the Gates MRI will have the right to assume the prosecution and maintenance of such Licensed Patent or take ownership of such Licensed Patent.

9.4 Further Assurances. Each Party will take all such further actions, and execute such documents and instruments, as may be necessary to convey to give effect to the intent of the Parties as expressed herein and to perfect, clarify, confirm, record, evidence, enforce, and defend the rights granted by such Party to the other Party under this Agreement.

10. Term and Termination

10.1 Term of Agreement. This Agreement will be effective as of the Effective Date and will continue until the last to expire of the Licensed Patents, or twenty (20) years from the Effective Date if no Licensed Patent issues, unless earlier terminated in accordance with the terms herein.

10.2 Termination for Breach or Bankruptcy. If either Party materially breaches any of its obligations under this Agreement, the non-breaching Party, at its option, will have the right to terminate this Agreement by written notice to the other Party, if (a) such other Party does not cure such breach within [***] days after being notified of such breach by the non-breaching Party or (b) such breach cannot be cured, and the breaching Party does not [***] of such breach. In addition, either Party may immediately terminate this Agreement by giving written notice to the other Party upon the filing by or with respect to the other Party of a petition in bankruptcy or insolvency under any laws of any jurisdiction, the rendering of any adjudication that the other Party is bankrupt or insolvent, the filing or making of any statement or admission that the other Party is unable to pay its debts as they generally become due or that it is insolvent, or the making of any assignment for the benefit of creditors or similar process.

10.3 Additional Termination Rights. The Gates MRI may discontinue its activities hereunder and terminate this Agreement without cause at any time upon [***] written notice to Atreca.

10.4 Effect of Termination. Upon any termination or expiration of this Agreement, except as otherwise expressly set forth herein, (a) any and all rights and obligations of the Parties under this Agreement will terminate, except for any obligations and liability accrued prior to termination or expiration and (b) each Party will return or destroy, at the other Party's option (communicated in writing, where email is sufficient), all Confidential Information of the other Party in its possession, except as set forth in Section 6.2. Upon termination of this Agreement by Atreca for the Gates MRI's breach or bankruptcy in accordance with Section 10.2, or the Gates MRI's termination of this Agreement in accordance with Section 10.3, the license granted by Atreca to the Gates MRI pursuant to Section 2 (and the corresponding covenant set forth in Section 2.4 and license granted by Atreca to the Gates MRI pursuant to Section 4.3(a)) will immediately terminate. Upon termination of this Agreement by the Gates MRI for Atreca's breach or bankruptcy in accordance with Section 10.2, the license granted by the Gates MRI to Atreca pursuant to Section 4.3(b), and Atreca's right to request a CMC Technology Transfer pursuant to Section 4.3(c) will immediately terminate.

10.5 Survival. The provisions of the following Sections will survive the termination or expiration of this Agreement for any reason: Sections 1, 5 (for any amounts owed but unpaid as of the termination or expiration of this Agreement), 6, 8, 9.1, 9.2, 9.4, 10.4, 10.5, 11 and 13. In addition, Sections 2 and 4.3(a)-4.3(c) (including Atreca's Commercial License and the right to request a CMC Technology Transfer, subject to Sections 5.2 through 5.6) will survive except as set forth in Section 10.4.

11. Limitation of Liability

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8 OR LIABILITY ARISING FROM BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND, OR ANY

LOST PROFITS OR LOSS OF BUSINESS, ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

12. Insurance

Each Party, at its sole cost and expense, will maintain during the term of this Agreement adequate insurance, with reputable and financially secure insurance carriers, for its activities hereunder. Such insurance coverage, however, will not limit such Party's liability under this Agreement.

13. General

13.1 **Notices.** Unless otherwise specifically stated in this Agreement, all notices required hereunder will be in writing and will be sent by an internationally-recognized courier service (e.g., DHL, Federal Express), with all postage or delivery charges prepaid, subject to confirmation via internationally-recognized courier service, and will be addressed to the Parties at their addresses set forth on the first page of this Agreement or to such other addresses as may be furnished by written notice in the manner set forth herein. Notices may be sent via e-mail (with return receipt requested) to the applicable Party. Notices will be deemed to have been served when delivered or, if delivery is not performed as a result of the addressee's fault, when tendered.

13.2 **Relationship of the Parties.** This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of legal association between the Parties other than as expressly set forth herein. No Party will have any right or authority to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

13.3 **Assignment.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, and any purported assignment without such consent will be void. However, a Party may, in its sole discretion and without any obligation to obtain the consent of the other Party, assign this Agreement, in whole or in part, to an Affiliate of such Party (or, in the case of the Gates MRI, to an Affiliate of the Foundation organized for a charitable purpose or to a collaboration partner). The assigning Party will not be relieved of its obligations under this Agreement but will be jointly and severally liable with the assignee. Subject to the foregoing, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties.

13.4 **Publicity.** Within [***] after the Effective Date, Atreca shall have the right to issue a press release, a copy of which has been approved by the Gates MRI as of the Effective Date. Any other press releases or other public announcements regarding this Agreement must be approved in writing by each Party (where e-mail is sufficient) and the Party receiving such a request will have a reasonable amount of time to review and respond. Each Party may use the name and logo of the other Party for applicable regulatory filings and, only with the prior written approval of the other Party, for collaboration identification on its website and reuse or incorporation of approved press releases. Except for publication of the mutually agreed press release, neither Party will use the name or logo of the other Party or its Affiliates in any other public or promotional materials (including printed materials, email signatures, business cards, client lists, letterhead and the like) without the prior written consent of the other Party (where e-mail is sufficient).

13.5 **Compliance With Laws.** Each Party will comply with all laws, regulations and governmental requirements applicable to the exercise of its rights and performance of its obligations under this Agreement, including all applicable anti-corruption laws. Neither Party will offer or provide a financial or other advantage, directly or indirectly, to any person or entity with the intention of improperly influencing

any act or decision relating to this Agreement, including by assisting any person or entity to secure an improper advantage.

13.6 **Debarment.** Each Party warrants that, in performing this Agreement, neither it nor any person or entity providing services to that Party in furtherance of this Agreement (including their respective officers, directors, partners, employees and agents) are or have been (a) debarred or suspended pursuant to 21 U.S.C. § 335a or under investigation by the FDA or another relevant regulatory authority for debarment, (b) disqualified or deemed ineligible pursuant to 21 U.S.C. Parts 312, 511, or 812, or otherwise, in whole or in part, restricted, disqualified, or subject to an assurance by the FDA, or (c) subject to pending or threatened action, suit, demand, claim, hearing, proceeding, notice, or investigation related to or that may reasonably result in an enforcement action.

13.7 **Political Activity and Advocacy.** Atreca may not engage in activities that are related to this Agreement to: (a) influence the outcome of any election for public office, or (b) support lobbying or other attempts to influence legislation, unless such activities are consistent with the private foundation lobbying rules under U.S. tax law and generally described in the Foundation's advocacy guidelines, currently available at <https://docs.gatesfoundation.org/documents/advocacy-guidelines.pdf>, which may be modified from time to time. In performing services or conducting any other activities under, or related to, this Agreement, Atreca will (i) work closely with the Gates MRI to ensure that any communications with government officials regarding potential legislation or legislative proposals, as well as public statements including "calls to action," are consistent with the rules governing direct and grassroots lobbying activity, and (ii) comply with all lobbying, gift, and ethics requirements. These restrictions apply globally.

13.8 **Force Majeure.** Neither Party will be liable to the other Party for any failure or delay in performance caused by an event that is beyond such Party's reasonable control, including an act of God, act of the other Party, war, riot, civil commotion, terrorist act, malicious damage, epidemic, quarantine, fire, flood, storm, natural disaster, or compliance with any law or governmental order, rule, regulation or direction, whether or not it is later held to be invalid or inapplicable.

13.9 **Governing Law; Venue.** This Agreement will be construed and enforced in accordance with the laws of the state of Delaware without regard to conflicts of laws provisions thereof. Any disputes arising hereunder will be resolved exclusively in Delaware state courts and United States federal courts located in Delaware.

13.10 **Remedies Cumulative.** Unless expressly set forth herein to the contrary, a Party's election of any remedies provided for in this Agreement will not be exclusive of any other remedies available hereunder or otherwise at law or in equity, and all such remedies will be deemed to be cumulative.

13.11 **No Waiver.** No failure or delay by a Party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced.

13.12 **Amendments.** No amendment to or modification of this Agreement will be binding on a Party unless such amendment or modification is agreed to in writing and signed by a duly authorized representative of such Party.

13.13 **Severability.** In the event that any provision of this Agreement (or any portion thereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or part thereof) will be enforced to the extent possible, consistent with the stated intention of the Parties, or, if incapable of such enforcement, will be deemed to be deleted from this Agreement, while the

remainder of this Agreement will continue in full force and remain in effect according to its terms and conditions.

13.14 No Third Party Beneficiaries. Except as otherwise expressly set forth herein, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than the specific parties hereto any rights, remedies, or other benefits under or by reason of this Agreement.

13.15 Rights in Bankruptcy. Each Party agrees, on behalf of itself and its Affiliates, that the other Party will retain and may fully exercise all rights and licenses granted by such Party to the other Party under this Agreement in any future bankruptcy or insolvency proceeding involving such Party or any of its Affiliates, whether as licensees of intellectual property under the U.S. Bankruptcy Code or similar laws of other countries, applicable non-bankruptcy law, or otherwise. Without limiting the foregoing, each Party acknowledges and agrees, on behalf of itself and its Affiliates, that (a) neither this Agreement nor any of the rights and licenses under this Agreement is vulnerable to rejection as an executory contract under Section 365 of the U.S. Bankruptcy Code or similar laws of other countries; (b) if a court of competent jurisdiction nonetheless allows the rejection of this Agreement under Section 365 of the U.S. Bankruptcy Code or similar laws of other countries, such rejection will not result in termination of any of the rights and licenses granted to the other Party under this Agreement; and (c) if a court of competent jurisdiction nonetheless allows the rejection of this Agreement and termination of any of the rights and licenses under this Agreement, such rights and licenses will be treated as licenses of “intellectual property” for purposes of Section 365(n) of the U.S. Bankruptcy Code or similar laws of other countries and, accordingly, the other Party and its sublicensees and contractors will retain and may fully exercise all rights and elections under the U.S. Bankruptcy Code or similar laws of other countries with respect to the rights and licenses under this Agreement. Neither Party nor any of its Affiliates may (and such Party, on behalf of itself and its Affiliates, hereby irrevocably waives any right to) object to or challenge any assertion of and reliance on the matters described in this Section 13.15 by the other Party, its Affiliates or its sublicensees or contractors.

13.16 Construction. This Agreement will be deemed to have been drafted by both Parties and, in the event of a dispute, neither Party will be entitled to claim that any provision should be construed against the other Party by reason of the fact that it was drafted by the other Party. For purposes of this Agreement, (a) the terms “hereof,” “herein,” “hereunder,” and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement and (b) the term “including” is not limited and means “including without limitation.” The section headings used in this Agreement are intended for reference and will not by themselves determine the construction or interpretation of this Agreement or any portion hereof.

13.17 Entire Agreement. The terms set forth in the “Background” section on the first page of this Agreement, including all defined terms referenced therein, are incorporated into and made a part of this Agreement. This Agreement, including all Schedules hereto, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence, negotiations, agreements and understandings among the Parties, both oral and written, regarding such subject matter. Notwithstanding the foregoing, nothing in this Agreement supersedes any terms of, or limits any rights of either Party or its Affiliates under, the Existing Agreements.

13.18 Execution of Agreement; Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument. The exchange of copies of this Agreement or amendments thereto and of executed signature pages by facsimile transmission or by email transmission in portable document format (PDF), or similar format, will constitute effective execution and delivery of such instruments as to the Parties and may be

used in lieu of the original Agreement or amendment for all purposes. Signatures of the Parties transmitted by facsimile or by email in PDF, or similar format, will be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank]

Accepted and agreed to by:

Bill & Melinda Gates Medical Research Institute

By: /s/ Emilio Emini

Name: Emilio Emini

Title: Chief Executive Officer

Date: October 18, 2021

Atreca, Inc.

By: /s/ John A. Orwin

Name: John A. Orwin

Title: President & CEO

Date: October 18, 2021

[Signature page to Collaboration and License Agreement]

Schedule 1

United States Provisional Patent Application Serial No. [***], filed [***]

Schedule 2

[***]

Schedule 3

[***]

[**]

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (File Nos. 333-239654 and 333-239652) and Form S-8 (File Nos. 333-253577, 333-237090 and 333-232278) of Atreca, Inc. of our report dated March 3, 2022, relating to the consolidated financial statements, which appears in this Form 10-K.

/s/ WithumSmith+Brown, PC

San Francisco, California
March 3, 2022

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-3 (File Nos. 333-239654 and 333-239652) and Form S-8 (File Nos. 333-253577, 333-237090 and 333-232278) of our report dated February 26, 2021 relating to the consolidated financial statements of Atreca, Inc. for the year ended December 31, 2020, which appears in this Annual Report on Form 10-K.

/s/ OUM & Co. LLP

San Francisco, California
March 3, 2022

CERTIFICATION

I, John A. Orwin, certify that:

1. I have reviewed this Annual Report on Form 10-K of Atreca, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 3, 2022

By: /s/ JOHN A. ORWIN
John A. Orwin
Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, Herbert Cross, certify that:

1. I have reviewed this Annual Report on Form 10-K of Atreca, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 3, 2022

By: /s/ HERBERT CROSS
Herbert Cross
Chief Financial Officer
(Principal Financial and Accounting Officer)

CERTIFICATION

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), John A. Orwin, Chief Executive Officer of Atreca, Inc. (the "Company"), and Herbert Cross, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Annual Report on Form 10-K for the year ended December 31, 2021, to which this Certification is attached as Exhibit 32.1 (the "Annual Report on Form 10-K"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and
2. The information contained in the Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 3, 2022

/s/ JOHN A. ORWIN

John A. Orwin
(Principal Executive Officer)
Chief Executive Officer

/s/ HERBERT CROSS

Herbert Cross
Chief Financial Officer
(Principal Financial and Accounting Officer)

This Certification accompanies the Annual Report on Form 10-K to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Annual Report on Form 10-K), irrespective of any general incorporation language contained in such filing.
