

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K

(Mark One)

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 001-38663

Gritstone bio, Inc.

(Exact name of Registrant as specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
5959 Horton Street, Suite 300
Emeryville, CA
(Address of principal executive offices)

47-4859534
(I.R.S. Employer
Identification No.)

94608
(Zip Code)

(510) 871-6100

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
Common Stock, \$0.0001 par value per share	GRTS	The Nasdaq Global Select Market

Securities Registered Pursuant to Section 12(g) of the Act: None

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 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 (§232.405 of this chapter) 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 Accelerated filer

Non-accelerated filer Smaller reporting company

Emerging growth company

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

Indicate by check mark whether the Registrant has filed a report on and attestation to its management 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.

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

The aggregate market value of the common stock held by non-affiliates of the registrant as of June 30, 2021 (the last business day of the registrant's most recently completed second fiscal quarter) was approximately \$419.0 million, based on the closing price of the registrant's common stock, as reported by the Nasdaq Global Select Market on June 30, 2021 of \$9.13 per share. Shares of the registrant's common stock held by each executive officer, director, and holder of 5% or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This calculation does not reflect a determination that certain persons are affiliates of the registrant for any other purpose.

The number of shares of Registrant's Common Stock outstanding as of March 7, 2022 was 72,708,342.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Definitive Proxy Statement relating to the Annual Meeting of Shareholders, scheduled to be held on June 17, 2022, are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. Such Definitive Proxy Statement will be filed with the Securities and Exchange Commission within 120 days after the fiscal year to which this report relates.

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PART I

Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K, including “Business” in Part I Item 1 and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II Item 7, contains “forward-looking statements” within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (Exchange Act). All statements other than statements of historical fact are statements that could be deemed forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “aim,” “anticipate,” “assume,” “believe,” “contemplate,” “continue,” “could,” “due,” “estimate,” “expect,” “goal,” “intend,” “may,” “objective,” “plan,” “predict,” “potential,” “positioned,” “seek,” “should,” “target,” “will,” “would” and other similar expressions that are predictions of or indicate future events and future trends, or the negative of these terms or other comparable terminology. These forward-looking statements include, but are not limited to, statements about:

- our clinical and regulatory development plans for our product candidates;
- our expectations regarding the potential market size and size of the potential patient populations for our product candidates, in particular those within the CORAL, GRANITE, and SLATE programs and any future product candidates with limited patient populations, if approved for commercial use;
- our expectations regarding the data to be derived in our ongoing and planned clinical trials including, among other things, our expectations for the size and design of our planned clinical trials, timing of commencement and initiation of our trials and the timing of the availability of data from such trials;
- our expectations with regard to our Gritstone EDGE™ artificial intelligence and vaccine platforms, including our ability to utilize (i) the Gritstone EDGE™ platform to predict the tumor-specific neoantigens that will be presented on a patient’s tumor cells and identify highly conserved T cell epitopes for durable protection for infectious diseases, such as SARS-CoV-2 and (ii) our vaccine platform to deliver selected antigens to the patient’s immune system to drive the destruction of tumors or virally-infected cells;
- the timing of commencement of our future nonclinical studies, clinical trials and research and development programs;
- our ability to acquire, discover, develop and advance product candidates into, and successfully complete, clinical trials;
- our expectations regarding the impact of the COVID-19 pandemic or the end of the COVID-19 pandemic on our operations;
- our intentions and ability to establish collaborations and/or partnerships;
- the timing or likelihood of regulatory filings and approvals for our product candidates;
- our expectations with respect to the commercialization, marketing and manufacturing of our product candidates;
- the pricing and reimbursement of our product candidates, if approved;
- the implementation of our business model and strategic plans for our business, product candidates and technology platforms, including additional indications for which we may pursue;
- the scope of protection we are able to establish and maintain for intellectual property rights covering our product candidates, including the projected terms of patent protection;
- the sufficiency of our capital resources and timing of our cash runway, as well as our actual needs for additional financing and our ability to obtain additional capital;
- the accuracy of our estimates of our expenses, future revenue and capital requirements;
- our future financial performance; and
- developments and projections relating to our competitors and our industry, including competing therapies and procedures.

These statements relate to future events or to our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. Factors that may cause actual results to differ materially from current expectations include, among other things, those listed under “Item 1A. Risk Factors” and elsewhere in this Annual Report on Form 10-K. Any forward-looking statement in this Annual Report on Form 10-K reflects our current views with respect to future events and is subject to these and other risks, uncertainties and assumptions relating to our operations, results of

operations, industry and future growth. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

This Annual Report on Form 10-K also contains estimates, projections and other information concerning our industry, our business and the markets for our product candidates, including data regarding the estimated patient population and market size for our product candidates, as well as data regarding market research, estimates and forecasts prepared by our management. Information that is based on estimates, forecasts, projections or similar methodologies is inherently subject to uncertainties, and actual events or circumstances may differ materially from events and circumstances reflected in this information. Unless otherwise expressly stated, we obtained this industry, business, market and other data from reports, research surveys, studies and similar data prepared by third parties, industry, medical and general publications, government data and similar sources. In some cases, we do not expressly refer to the sources from which this data are derived. In that regard, when we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph are derived from the same sources, unless otherwise expressly stated or the context otherwise requires.

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 Annual Report on 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 relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

Note Regarding Company References

Unless the context otherwise requires, the terms “Gritstone,” “the Company,” “we,” “us,” and “our” in this Annual Report on Form 10-K refer to Gritstone bio, Inc. and its subsidiary.

Item 1. Business.

Overview and Strategy

We discover, develop, manufacture, and deliver next generation cancer and infectious disease immunotherapy candidates by leveraging both of our potent and proprietary vaccine vectors, self-amplifying mRNA (samRNA) and chimpanzee adenovirus (ChAd), with the aim of improving patient outcomes and eliminating disease. The immune system sits at the nexus of many diseases, and we believe that manipulation of the immune system has enormous potential to drive transformational therapeutic and preventative benefits.

Since our founding, our primary focus has been the generation of antigen-specific T cells, particularly the challenging but critical cytotoxic CD8+ T cell subclass, which we believe can be achieved through utilizing samRNA and ChAd. Recent advances have pointed to T cells as being central to the success of cancer immunotherapy (most visibly with the success of adoptive T cell therapy for liquid tumors) and critical in the elimination of virally infected cells, including SARS-CoV-2. We started work in the field of cancer immunotherapy, leveraging tumor neoantigens in an effort to drive potent CD8+ T cell responses to our vaccines with the goal of tumor cell destruction through CD8+ T cell recognition of tumor cells by virtue of their surface display of neoantigens. More recently, we have expanded the scope of our development efforts to include infectious disease, wherein we believe CD8+ T cells and neutralizing antibodies (nAbs), along with other T cells can be elicited for both therapeutic and protective effect. Our unique chimeric immunogen approach, whereby our vaccines deliver both whole proteins to drive nAb plus protein fragments to drive T cell responses, have the potential to both neutralize incoming pathogens (through nAbs) and then kill infected cells through CD8+ T cell recognition of foreign, pathogen-derived peptides displayed on the surface of infected cells. There are also opportunities to “mix and match” with our ChAd and samRNA vectors, an approach that has been shown to be attractive (COVID-19 example) as a mechanism for driving potent immune responses.

Our research and development strategy is built on harnessing the power of T cells through the optimization of two key platforms (see below), which together along with our manufacturing capabilities drive the discovery and advancement of distinct product candidates in oncology and infectious disease. To date, we have developed four clinical-stage programs across these two therapeutic areas (*Figure 2. Our Clinical-Stage Pipeline and Anticipated Milestones*).

Our two oncology programs in clinical stage development are GRANITE, an individualized neoantigen-based immunotherapy, and SLATE, an “off-the-shelf” shared neoantigen-based immunotherapy. Within our infectious disease pipeline, we have two programs in clinical stage development: CORAL, a second generation COVID-19 vaccine program, which we believe may have pan-coronavirus potential to protect against future coronavirus pandemics, and an HIV therapeutic/cure vaccine candidate that we are collaborating on with Gilead Sciences, Inc.

Our Two Key Platforms

We believe that the following two platforms can build upon each other to further our ability and potential to develop next generation immunotherapies for cancer and infectious disease, and drive advancement of our novel product pipeline:

1. EDGE™ Antigen Discovery and T cell Target Identification Platform

Our proprietary EDGE™ artificial intelligence platform has the ability to provide accurate identification of antigens that can be recognized by the immune system on tumor or virally-infected cells. In the case of tumor cells, mutations in tumor DNA provide a large set of altered (non-self) candidate protein fragments which can be assessed by EDGE™ with selection of high probability antigen targets (neoantigens) for inclusion in our vaccine candidates. In the case of pathogens, with a current focus on viruses, EDGE™ is used to analyze the DNA/RNA sequence of the pathogen with the goal of predicting which fragments of which genes will likely function as T cell antigens on the surface of virally-infected cells. Using EDGE™ in this way, we design the component of a vaccine candidate which contains the specific target antigens for administration to humans (immunogen), with the aim of generating strong immune responses to those antigens to achieve a desired biological effect. Such immune responses can be preventive (e.g., protecting against viral infections) or therapeutic (e.g., treating cancer by aiming to eliminate tumor cells through recognition of tumor neoantigens).

2. Unique Delivery Capabilities

Having designed suitable immunogens with EDGE™, the next task is to embed the immunogen within a delivery system (vector) to stimulate the human host's immune system and drive generation of T cells and neutralizing antibodies (nAbs) against the immunogen. The generation of CD8+ T cells has historically been challenging, and most vaccine vectors do not drive strong CD8+ T cell responses. This represents a key opportunity for us, and we have developed the following proprietary vectors that are designed to elicit nAb and CD8+ T cell responses: self-amplifying mRNA (samRNA) and chimpanzee adenovirus (ChAd). Immunogens encoded within these vectors are delivered to subjects, and immune responses to the chosen antigens can be measured. We believe these immune responses have the potential to lead to clinical benefit – either preventative (through the prevention of pathogen infection and its consequences (e.g., SARS-CoV-2 prophylactic vaccine) or therapeutic (e.g., solid tumor destruction).

The samRNA platform is becoming established as a key asset for Gritstone. The success of first-generation mRNA vaccines for SARS-CoV-2 (Comirnaty and Spikevax) has validated mRNA as a vaccine technology, and we believe the samRNA vector has the potential to offer key benefits over mRNA, including dose sparing and more potent CD8+ T cell induction.

Key Technologies and Capabilities

Our Proprietary Gritstone EDGE™ Platform

At the core of our approach to immunotherapy is our deep understanding of antigens and neoantigens, and specifically which ones will be transcribed, translated, processed and presented on a cell surface. Antigen presentation is complex to predict since these multiple biological steps must be comprehended within any prediction system and, notably, antigenic peptide fragments are displayed on the cell surface by highly variable human leukocyte antigen (HLA) molecules that vary subject-to-subject. We aim to accomplish this by utilizing our proprietary artificial intelligence-based platform, EDGE™.

Developing cancer immunotherapies that include tumor-specific neoantigens is challenging – tumors typically have hundreds of mutations, but only a small percentage of those mutations result in tumor-specific neoantigens (TSNA). We believe that our EDGE™ platform leads the field in TSNA identification. We believe that previously available technologies cannot predict the presence of TSNA with sufficient accuracy to design a therapy that is likely to be effective. To address this challenge, we trained EDGE™'s novel integrated neural network model architecture with millions of datapoints from thousands of tumor and normal tissue samples from patients of various ancestries. As a result, we are able to use sequence data from a patient's routine core needle tumor biopsy in an effort to predict which mutations will generate TSNA's most likely to be presented on the tumor cell surface by the subject's particular HLA. Applying the EDGE™ platform to sequence data from human tumors, we have observed a 9-to-10-fold improvement in prediction performance with our EDGE™ platform compared to traditional approaches. These data were published in Nature Biotechnology in December 2018, and a US patent covering the concept was issued to us in 2018. Additionally, a large academic study published in Nature Biotechnology supported the potential utility of this class of machine-learning approaches for the prediction of HLA presented peptides and TSNA. We continue to identify novel tumor antigens and improve the performance of EDGE™.

Our EDGE™ platform is also critical to our development of next-generation vaccine candidates for both the treatment and prevention of infectious diseases. Vaccines against viruses ideally generate both neutralizing antibody responses to whole proteins on the virus surface, and T cell responses to the short fragments of viral proteins which are displayed on the surface of virally infected cells. All viral proteins are foreign to the human immune system, but as noted above, only certain short fragments of proteins (peptides) are

displayed on the cell surface by HLA and visible to T cells. The specific fragments presented will vary between subjects depending upon the HLA type of the subject (conceptually similar to someone's blood type but more complex). Our EDGE™ platform is designed to identify key viral protein fragments that have the potential to drive strong T cell responses.

We have filed (and received issuance) of multiple patents around the EDGE™ platform, which we believe will protect our intellectual property and enable exclusivity over the coming years. It should be noted that vaccines for infectious disease typically also aim to stimulate nAbs to pathogen surface proteins, which is relatively straightforward since, unlike T cells, nAbs bind to whole proteins which can be readily encoded within vaccines. Combining both nAb targets (whole proteins or protein domains) and T cell targets (peptides) into a single “chimeric” immunogen is a unique feature of Gritstone's infectious disease vaccines. This approach aims to fully mobilize both effector arms of the protective immune response, nAbs and CD8+ T cells.

“Mix and Match” Delivery Systems

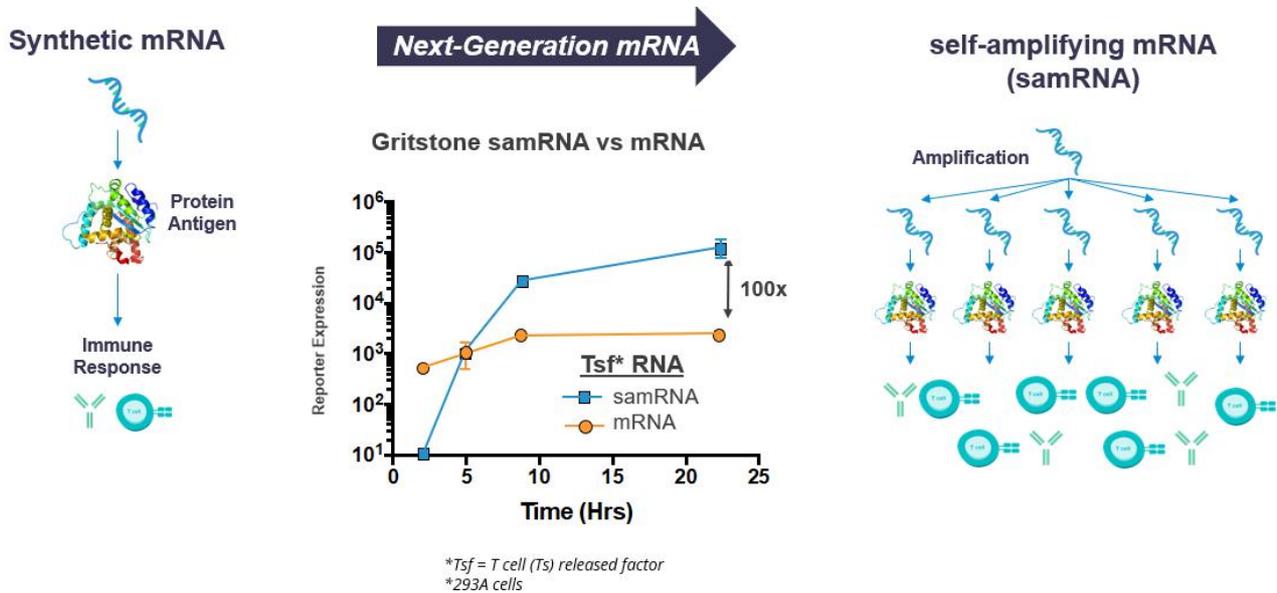
Upon our founding, we intentionally selected samRNA and ChAd as our vectors of choice due to the benefits provided by using each independently and the belief we could also utilize them in combination to potentially drive potent and broad immune responses. Today, we use these proprietary vectors across our clinical programs both independently and in combination as either a heterologous or homologous prime-boost.

self-amplifying mRNA (samRNA)

Our samRNA vector is based on a synthetic RNA molecule derived from a wild-type Venezuelan Equine Encephalitis Virus (VEEV) replicon with the goal of extending the duration and magnitude of immunogen expression to drive potent and durable immune responses. The samRNA is delivered in a lipid nanoparticle (LNP) formulation. We are deploying this vaccine platform across our clinical stage programs. Like traditional mRNA vaccines, samRNA vaccines use the host cell's transcription system to produce target antigens to stimulate adaptive immunity. Unlike traditional mRNA, samRNA has an inherent ability to replicate by creating copies of the original strand of RNA once it is in the cell.

Potential benefits of samRNA may include extended duration and magnitude of antigen expression, strong and durable induction of neutralizing antibody and T cell immunity (CD4+ and CD8+), dose sparing, and a refrigerator stable product.

Figure 1. Self-amplifying mRNA (samRNA) replicates within transduced cells, potentially driving stronger and more durable immune responses compared to traditional mRNA vaccines



Chimpanzee Adenovirus 68 (ChAd)

Chimpanzee Adenoviral (ChAd) vectors have been utilized in clinical studies in infectious disease and oncology over the last 20 years, and have been demonstrated to be well tolerated and effective at generating rapid and substantial CD4+ and CD8+ T cell responses. Additionally, ChAd vectors can induce B cell immune responses, i.e., elicit nAbs.

In-house Manufacturing

We manufacture our products at our own fully-integrated good manufacturing practice (GMP) biomanufacturing facilities. The ability to control the manufacturing of high-quality tumor-specific immunotherapy products, and scale production, if early data are positive, is critical for efficient clinical development and commercialization. We have invested significant resources in our Cambridge, Massachusetts sequencing lab and our Pleasanton, California biomanufacturing facility to address these needs and position ourselves to control the critical steps in the production of our immunotherapy candidates.

Translation and Optimization of Vaccine Design

Vaccines targeting neoantigens identified from common tumor driver mutations are of increasing interest as evidence of clinical benefit builds, and opportunities to combine such vaccines with immune modulators are growing. Through our work, we gain insights that go from “bench to manufacturing to bedside” and back, and we have systems and processes in place to translate these insights across functions and systems to optimize vaccine and cassette design. The most notable example of this work is within SLATE, our program focused on developing an “off the shelf” neoantigen immunotherapy for oncology, where we utilized outcomes from our first candidate (SLATE v1) to develop an optimized a second candidate (SLATE-KRAS), which has since exhibited immunogenic superiority over v1 in human HLA-transgenic mice. This optimized candidate (SLATE-KRAS) is now being evaluated in Phase 2 testing in patients with advanced lung and colorectal cancers.

Our Strategy

We believe that our team of industry leaders, each possessing specific expertise across our core disciplines of cancer genomics, immunology and vaccinology, clinical development, regulatory, and biomanufacturing, can successfully deliver groundbreaking immunotherapies for cancers and infectious diseases by executing on the following strategic priorities:

- **Leverage our proprietary Gritstone EDGE™ platform and maximize its utility across modalities.** Using contemporary DNA/RNA sequencing, mass spectrometry and machine-learning approaches, we have developed our proprietary EDGE™

platform, which is designed to predict the antigenic landscape of a tumor that allows for select targeting with individualized immunotherapy. We have analyzed surface HLA-peptide presentation of over 1,000 human tumor and normal tissue samples from a variety of ethnicities, together with multiple cell lines. We have used this enormous dataset comprising >3 million tumor-presented peptides to advance our detailed understanding of tumor antigens (both neoantigens and other non-mutated shared tumor-specific antigens). We have trained the EDGE™ model to predict class I HLA-presented neoantigens on human tumors (as used currently in our clinical SLATE and GRANITE programs), and we have extended the model to include class II HLA-presented neoantigens. We have predicted and then validated multiple novel shared TSNA, which has enabled development of our SLATE program. We are now using EDGE™ to identify novel classes of tumor antigens across our programs and to predict viral epitopes for inclusion in our SARS-CoV-2 vaccine candidates. These epitopes are derived from viral genes outside of Spike in an effort to broaden the T cell response against the virus and are commonly subsequently validated in samples from convalescent individuals.

- **Continue to build and optimize our in-house biomanufacturing capabilities to maintain the highest controls on quality and capacity.** We believe the speed, quality, reliability and scalability of our manufacturing capabilities will be a core competitive advantage to our clinical development and potential commercial success, and we have invested extensively in building our own manufacturing facilities. We have successfully internalized all biomanufacturing steps to drive down both cost and production time, as well as establish full control over intellectual property and product quality. We have internalized the majority of our quality control testing elements as well, though we outsource where prudent and feasible. We believe that operating our own manufacturing facility provides us with enhanced control of material supply for both clinical trials and the commercial market, will enable the more rapid implementation of process changes, and will allow for better long-term manufacturing cost control. We may elect to outsource certain aspects of product manufacturing (such as lipid nanoparticle encapsulation of our RNA) for convenience; but importantly, we have the capability to manufacture every element of our heterologous prime-boost immunotherapy candidates.
- **Continue advancing GRANITE through randomized, controlled trials with the goal of evaluating these candidates into community oncology settings and earlier lines of treatment.** Phase 1/2 clinical data to date have demonstrated initial positive safety results, induction of substantial neoantigen-specific CD8+ T cell responses and molecular responses for our individualized vaccine program. Building on that success, we now have two studies – the Phase 2/3 GRANITE-CRC-1L trial and the Phase 2 GRANITE-CRC-ADJUVANT trial - in process. We are pleased with results observed with GRANITE to date in hard-to-treat, late-line CRC patients, and are optimistic we could see similar or better results from neoantigen immunotherapy in earlier lines of treatment where immune responses have the potential to be stronger and tumor genomic complexity is lower. Through these studies, we are also evaluating the potential of ctDNA as a new biomarker by which cancer progression could be measured. We believe the potential regulatory approval of our individualized vaccine candidate represents a potentially transformative development within cancer care.
- **Continue advancing and optimizing our SLATE immunotherapy candidate to include other antigen classes to both broaden applicable patient population and drive multiple antigens per patient.** In initial clinical trials, the first format of SLATE (v1), which was focused on KRAS and p53 mutations, demonstrated induction of CD8+ T cells against multiple KRAS driver mutations but that strong responses were observed only in a minority of patients. Specifically, we found that P53 mutations were immunodominant and crowded out the mutant KRAS-specific immune response. Although these initial outcomes were very promising, we believed we could further optimize our immunotherapy to further maximize potential clinical benefit. Consequently, we developed a next-generation SLATE candidate, referred to as SLATE-KRAS, which includes a redesigned cassette and exclusively includes epitopes from mutated KRAS. Our long-term vision is to continue optimizing this immunotherapy candidate to include other antigen classes to both broaden addressable patient population and also drive multiple antigens per patient.
- **Develop a second-generation vaccine candidate against SARS-CoV-2, the virus that causes COVID-19.** We have developed an optimized samRNA vaccine candidate that we believe is differentiated from first-generation SARS-CoV-2 vaccines. Differentiating characteristics of samRNA include the potential for increased antigen expression relative to non-replicating mRNA and for potent CD8+ T cell responses against numerous T cell targets. SamRNA also holds the potential for dose sparing and refrigerator stability, both of which are not currently provided by first-generation mRNA vaccines. We are currently evaluating five distinct SARS-CoV-2 product candidates across four different clinical trials containing Spike plus additional non-Spike T cell epitope (TCE) sequences (and also full-length nucleocapsid) (See: *Figure 2. Our Clinical-Stage Pipeline and Anticipated Milestones*). These studies include homologous and heterologous prime-boost regimens. We believe this “T cell-enhanced samRNA” approach could also represent a first step toward developing a pan-coronavirus vaccine.
- **Conduct research and development on additional pathogens/infectious diseases.** Our research pipeline focuses on the development of a therapeutic HPV vaccine with support from the Bill and Melinda Gates Foundation as well as the development of an influenza (FLU) and pan-coronavirus vaccine utilizing the samRNA vaccine platform and our capability

in generating chimeric vaccine cassettes to drive broad and potent neutralizing antibodies and CD8+ T cells against these viruses.

Clinical-Stage Pipeline

Our dual platform has enabled us to advance potentially differentiated clinical assets across multiple therapeutic areas. The table below summarizes key information about our clinical-stage pipeline.

Figure 2. Our Clinical-Stage Pipeline and Anticipated Milestones

	Program & Target	Approach/Construct		Indication/population	Progress + Trial Details (NAME)				Milestones	Comm. Rights
					Pre-clinical	Phase 1	Phase 2	Phase 3		
ONCOLOGY	GRANITE Individualized neoantigen	GRT-C901 & GRT-R902		Advanced Solid Tumors					3Q2021 Data presented	
				MSS-CRC (1L maintenance)					4Q2021 Trial initiated	
				MSS-CRC (adjuvant)					1Q2022 Trial initiated	
ONCOLOGY	SLATE Shared neoantigens	GRT-C903 & GRT-R904	SLATE v1	p53, KRAS Advanced Solid Tumors					3Q2021 Data presented	
			SLATE-KRAS	KRAS ^{mut} Solid Tumors					2H2022 Data	
INFECTIOUS DISEASE	CORAL SARS-CoV-2 Spike + T Cell Epitopes*	GRT-R910	S _{WT} -TCE5	COVID-19 booster (60+)**					1Q2022 Data	
		GRT-C909 & GRT-R910	S _{WT} -TCE5	COVID-19 naive & booster					1H2022 Data	
		GRT-C909 & GRT-R910	S _{WT} -TCE5	COVID-19 Immunocompromised					Mid-2022 Data	
		GRT-R914/ GRT-R912	S _{BETA} -TCE9 S _{BETA} -N-TCE11 S _{OMICRON} -N-TCE11	COVID-19 in South Africa naive, convalescent, HIV+					Mid-2022 Data	
	HIV	HIV treatment/cure							4Q2021 IND cleared	

* Abbreviations: S_{WT} – Wild type variant Spike (Original); S_{BETA} – South African variant Spike (Beta); S_{OMICRON} – Omicron variant Spike

** CORAL next-generation COVID-19 vaccines includes Spike protein and additional T cell epitopes (TCE) from the SARS-CoV-2 virus; there are 5 different investigational COVID-19 product candidates testing/planned in clinical trials with various antigenic cassettes targeting Wild Type, Beta and Omicron variants of SARS-CoV-2

Oncology Programs

Immuno-oncology (I-O) represents one of the most significant advances in the history of cancer treatment. I-O is an emerging field of cancer therapy that aims to activate the immune system to enhance and/or create anti-cancer immune responses, as well as to overcome the immuno-suppressive mechanisms that cancer cells have developed against the immune system. It is well established that the immune system can, on occasion, successfully eliminate all tumor cells, leading to long-term benefit and even cures in some patients with solid tumors. The primary challenge in immuno-oncology is to extend this useful biology to many more cancer patients, and to do so earlier in the treatment paradigm. Understanding which cells of the immune system are critical, what they recognize on tumor cells, and why they are typically absent or ineffective in cancer patients is core to overcoming this challenge. T cells are the vital foot soldiers in the immune attack upon cancer cells. T cells have evolved to recognize “foreign” markers (antigens) on cells infected by viruses, and DNA mutations, which are a hallmark of cancer cells, often lead to the generation of equivalent “foreign” markers (neoantigens), which are different from normal or “wild-type” proteins. Exploitation of this cancer cell vulnerability using new biological and computational tools lies at the heart of our programs.

The first checkpoint inhibitor (CPI) was approved in 2011 and today, despite only a modest breadth of efficacy across patients, this class of therapies has significantly changed the way cancer is treated. However, because checkpoint inhibitors work through relatively non-specific stimulation of occasional, pre-existing, tumor-specific T cells (typically recognizing neoantigens), they are effective in only a subset of solid tumor patients, with objective responses (substantial tumor shrinkage) observed in 0-20% of all patients with cancer of the lung, breast, prostate, colon/rectum and ovary (the major lethal solid tumor types). Many patients appear not to possess meaningful numbers of T cells that recognize their tumors (so-called “cold” tumors). We believe the path to broader immuno-oncology efficacy and more meaningful clinical responses resides in the de novo generation of new, potent, tumor-specific CD8+ T cell responses.

Neoantigens are a newly-identified class of targets for cancer immunotherapy and have been validated in cancer patients as potentially the most critical T cell targets. These neoantigens comprise short, tumor-specific, mutated peptide sequences presented on cancer cells, referred to as TSNA or fragments of viral proteins displayed upon the surface of cells infected by virus. Accurate identification of these critical protein fragments a priori is a challenging undertaking. Evidence suggests that when a solid tumor patient responds to anti-PD-(L)1 antibody therapy, they do so because T cells that recognize TSNA are activated. Neoantigens can be classified as either patient-specific, meaning each patient has their own unique neoantigens, or shared, whereby some common driver mutations are presented on the tumor cell surface of multiple patients. We believe that our EDGE™ platform leads the field in TSNA identification. A core challenge in TSNA prediction is that T cells recognize short mutant peptides presented on the surface of tumor cells by human leukocyte antigen (HLA) molecules, which are platform-like structures that vary profoundly across individuals. Prediction of TSNA, therefore, must be tailored to each individual, comprehending their own tumor mutations and their HLA types.

Our therapeutic hypothesis is that treatment with individualized TSNA-containing vectors combined with immune checkpoint inhibitor therapy will generate *de novo*, or augment existing, selective, TSNA-specific T cell response, unleashing the natural power of the immune system on tumor cells, potentially improving efficacy without a substantial increase in off-tumor toxicity. Our individualized immunotherapy candidates are designed to fit easily into a community oncology setting and to be administered in earlier lines of treatment rather than only in refractory or relapsed cancers.

We are developing a portfolio of cancer immunotherapy product candidates aimed at the highly targeted activation of tumor-specific T cells in solid tumors. Our two clinical-stage programs (GRANITE, which is “individualized” and SLATE, which is “off-the-shelf”) aim to induce a substantial neoantigen-specific CD8⁺ T cell response using neoantigen-containing immunotherapies. We have designed our individualized immunotherapy candidates such that oncologists will not have to alter their treatment practices, and we believe that this will extend the utility of our product candidates, if approved, into the community setting and not limit their use to scarce centers of excellence. GRANITE patients receive an immunotherapy product candidate made specifically for them, based upon their tumor DNA/RNA sequence. In contrast, SLATE patients are selected to carry both a particular mutation and the matching HLA type. Nevertheless, we have observed cytotoxic T cell responses to multiple administered TSNA and early signs of clinical benefit with both of these oncology product candidates. The immunotherapy regimens consist of administration of the TSNA-containing vectors (vaccines) as a heterologous prime-boost system together with checkpoint inhibitors systemic anti-PD-(L)1 antibody and low-dose subcutaneous anti-CTLA-4 antibody.

Our Construct and Antigen Delivery System for GRANITE and SLATE

Our individualized immunotherapy candidates consist of (1) a prime vector and (2) a boost vector, both of which contain (3) a neoantigen cassette:

1. *Prime Vector.* Our prime vector is a chimpanzee adenovirus (ChAd). There is extensive clinical experience with the ChAd vector platform in infectious disease studies over the last 20 years demonstrating that ChAd vectors are well tolerated and consistently generate rapid and substantial CD4⁺ and CD8⁺ T cell responses that have been shown, in a Phase 2b randomized controlled trial, to protect humans against infections such as malaria.
2. *Boost Vector.* Our boost vector is a samRNA formulated in a lipid nanoparticle (LNP). A samRNA vector comprises RNA that encodes the selected target antigens, such as TSNA, plus a virus-derived RNA polymerase (RNA copying enzyme). After injection into muscle and uptake into host cells, the RNA is translated into protein, and the RNA polymerase starts to replicate the originally injected source RNA, amplifying the number of copies within the cells dramatically. This leads to production of large amounts of the delivered target antigens. During the RNA replication, RNA structures that are foreign to a normal cell are generated, which drives a strong danger signal to surrounding immune cells, triggering an early immune reaction (innate immune response). The presence of large quantities of antigen in an immune-stimulating environment drives profound antigen-specific T cell responses (adaptive immune responses). This approach is fundamentally distinct from using first-generation mRNA, which does not possess these attractive properties.
3. *Neoantigen Cassette.* Within each of the two vectors used for the prime and boost immunizations, we include a cassette that contains neoantigens. For GRANITE, we have designed the cassette to contain 20 TSNA, based on several considerations, including TSNA prediction performance, breadth of the tumor-specific immune response and potential immune competition and manufacturing factors. For SLATE, the cassette is fixed for all patients, and contains common driver mutations (e.g. KRAS), which are known to be processed and presented by certain HLA molecules such as neoantigens that are shared between some patients. For GRANITE, the cassette is designed and made uniquely for each patient based upon their tumor sequence data and EDGE™-based TSNA predictions. Most SLATE patients’ tumors will only present a single neoantigen contained within the shared cassette. In contrast, although all of the mutations in a GRANITE cassette are contained within

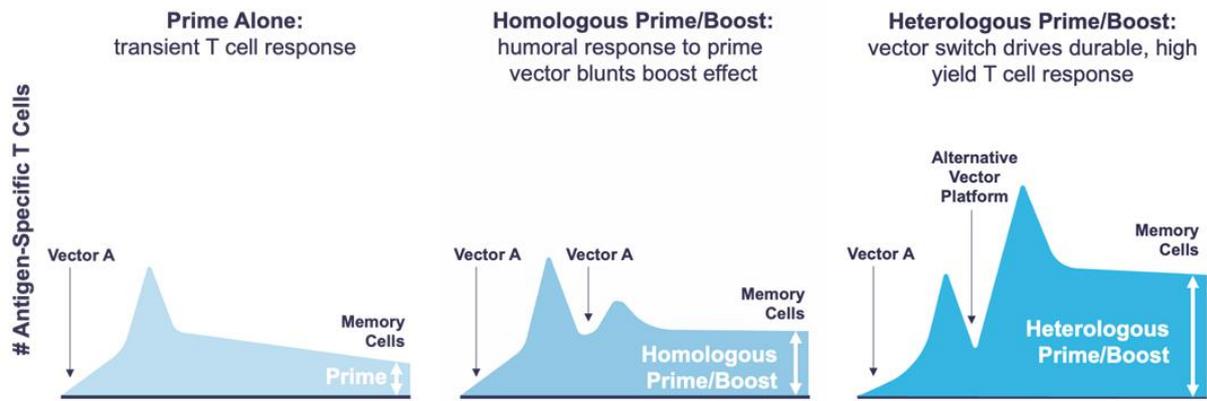
the patient's own tumor and can activate T cell responses post immunizations, it is expected that some of the delivered mutations, while present in the tumor genome, will not be processed and presented as a tumor cell surface neoantigenic HLA-peptide complex. We expect this to be acceptable, since these sequences are not wild-type (found in normal cells) and, therefore, only an irrelevant mutated peptide-specific immune response is expected to be elicited.

Our therapeutic goal with both SLATE and GRANITE is to drive a large and sustained T cell response against all TSNA presented on a patient's tumor. Cancer patients may have pre-existing memory T cells directed against some of the TSNA delivered within the neoantigen cassette in their individualized immunotherapy. Boosting such pre-activated TSNA-specific T cells requires less antigen-specific stimulation than priming naïve T cells that have not yet been activated against their respective neoantigen. Importantly, early clinical data in the field suggest that, for the majority of TSNA within the immunotherapy cassette, priming naïve T cells will be required to mount a large and broad immune response. Priming naïve T cells is a multi-step process that requires a potent antigen delivery platform able to deliver cassette neoantigens in a highly immunogenic manner.

Human infectious disease vaccine experience has taught us that delivering antigens within an adenoviral vector can prime a substantial T cell response consisting of cytotoxic CD8+ T cells and CD4+ T-helper cells. We believe an adenoviral vector is one of the most potent antigen-delivery platforms to prime naïve T cells. Peptide vaccination has not been able to accomplish this goal.

We believe that continued strong immune pressure upon the tumor is likely necessary to prevent immune escape by the tumor and drive a durable clinical response. To sustain high numbers of tumor-specific T cells, the same tumor-specific antigen can be given in a different vector from that used to prime, as a boost immunization. This heterologous prime-boost concept has been shown to activate and sustain high antigen-specific T cell responses, as shown in Figure 3 below.

Figure 3. Comparison of Heterologous Prime-Boost with Homologous Prime-Boost and Prime Alone



GRANITE individualized neoantigen-based immunotherapy

Our first oncology product candidate, GRANITE, is an individualized neoantigen-based immunotherapy. The GRANITE process begins with receipt of a routine tumor biopsy from the patient. We utilize our in-house sequencing capabilities on the tumor sample and then apply our proprietary EDGE™ platform to derive a set of predicted TSNA likely to be presented on the patient's tumor. Using these TSNA, we design a highly potent individualized immunotherapy candidate containing the relevant neoantigens to be administered by simple intramuscular injection. We have designed each of our tumor-specific immunotherapy candidates such that oncologists will not have to alter their treatment practices, and we believe this approach would extend the utility of our product candidates into the community oncology setting and not limit their use to scarce centers of excellence. We believe that, thanks to its design, our tumor-specific immunotherapy candidate has the potential to expand the efficacy of immunotherapy into broader patient populations. GRANITE was granted Fast Track designation by the Food and Drug Administration (FDA) for the treatment of microsatellite stable colorectal cancer (MSS-CRC).

We have completed enrollment (treatment ongoing) for a Phase 1/2 clinical trial for GRANITE in combination with checkpoint inhibitors for patients with MSS-CRC who have progressed on FOLFOX/FOLFIRI therapy and in patients with gastro-esophageal (GEA) cancer who have progressed on chemotherapy. We presented updated interim efficacy, immunogenicity and safety data from this GRANITE Phase 1/2 study during the European Society of Medical Oncology (ESMO) congress in September 2021. As of the August 5, 2021 data cut-off date, GRANITE immunotherapy was generally well tolerated in 26 patients treated in the study with metastatic solid tumors largely focused on MSS-CRC and GEA and showed no dose limiting toxicities, consistent and potent immunogenicity (CD8+ neoantigen-specific T cell induction in all subjects), as well as reduction in circulating tumor ctDNA (molecular response) and tumor lesion size reductions.

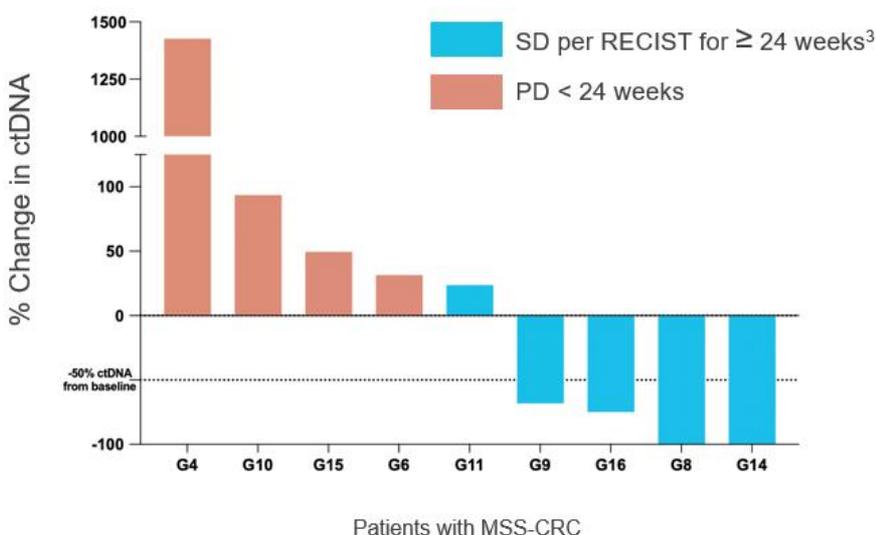
As of the August 5, 2021 data cut-off date, the GRANITE Phase 1/2 study treated 26 patients: 14 in the Phase 1 dose escalation portion and 12 in the Phase 2 portion across three tumor-specific expansion cohorts – MSS-CRC, GEA, and non-small cell lung cancer (NSCLC). All patients receive our proprietary heterologous prime-boost consisting of ChAd and samRNA in combination with intravenous nivolumab and subcutaneous ipilimumab.

In MSS-CRC patients, where checkpoint inhibitors have shown minimal activity, GRANITE elicited a 44% molecular response rate in 9 evaluable patients (defined as a 50% or greater reduction in ctDNA from baseline) which is an increasingly well recognized objective efficacy biomarker for novel immunotherapy. Patients who demonstrated molecular response had median overall survival of >17 months (median not reached) whereas those without molecular response exhibited a median overall survival of 7.8 months, consistent with expected outcomes in 3rd line treatment of MSS-CRC.

A confirmed complete RECIST response was observed in a GEA patient (ctDNA negative at baseline). As of the August 5, 2021 data cut-off date, multiple patients remained on treatment for over 6 months with a lack of confirmed disease progression including 2/9 MSS-CRC patients receiving treatment beyond 12 months and one patient at 11+ months, which contrasts sharply with the expected outcome for these patients. As of the August 5, 2021 data cut-off date, 50% of patients (3/6) showed a slow decrease in volume of multiple pulmonary metastasis during the first year of therapy, even though these objective radiological responses did not meet RECIST criteria. These radiological observations were associated with prolonged time on study and decrease in biomarkers such as ctDNA.

Figure 4. Clinical Activity in Previously Treated MSS-CRC Based on Partial and Complete Molecular Responses and Associated Prolonged Progression-Free Survival

Best ctDNA molecular response (% ctDNA change from baseline)^{1,2}

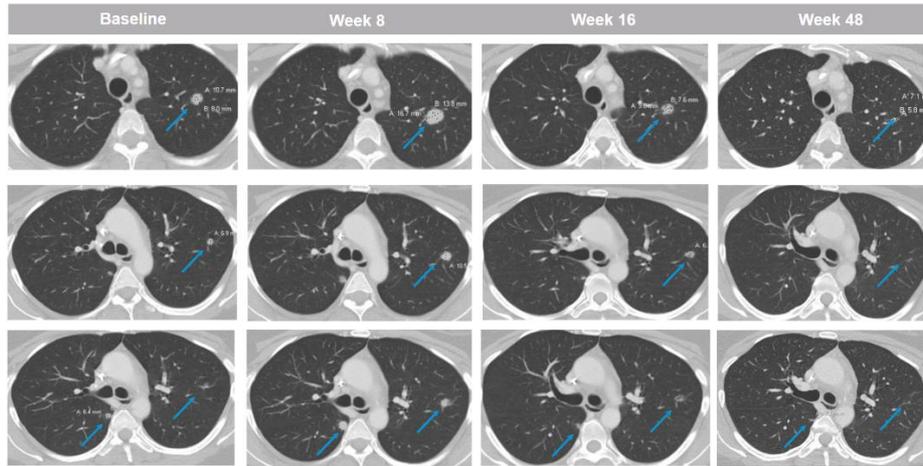


SD=stable disease; PD=progressive disease

1. ctDNA assessment based on Gritstone-developed, tumor-informed assay

2. ctDNA assessment not available for the 3 most recently treated patients
3. Patients G14 and G16 with PD at week 16 and 9 respectively not confirmed on subsequent scans through week 24

Figure 5. G8 Case Study: Lung CT Shows Transient Lesion Expansion at Week 8 Then Contraction



GRANITE Randomized Controlled Trials: GRANITE-CRC-1L and GRANITE-CRC-ADJUVANT

Based on the signals of activity observed in the GRANITE Phase 1/2 study, especially in MSS-CRC, we have discussed potential registrational paths with the FDA and are subsequently launching two new studies for patients with MSS-CRC. The first study (GRANITE-CRC-1L, NCT05141721) is a Phase 2/3 study evaluating GRANITE as a maintenance treatment in patients with newly diagnosed, metastatic MSS-CRC who have completed FOLFOX-bevacizumab induction therapy. In support of this study, we entered into a clinical trial collaboration and supply agreement with F. Hoffman-La Roche Ltd to evaluate the safety and tolerability of GRANITE in combination with TECENTRIQ (atezolizumab).

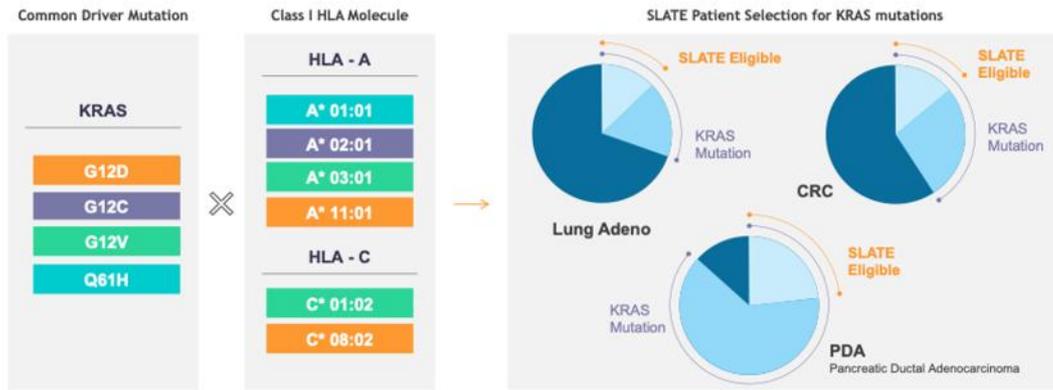
The second study is a separate randomized Phase 2 trial evaluating GRANITE in the adjuvant setting (GRANITE-CRC-ADJUVANT) in patients with stage II/III colon cancer who have minimal residual disease based on the detection of circulating tumor after definitive surgery.

SLATE “off-the-shelf” neoantigen-based immunotherapy candidate

Our off-the-shelf, TSNA-directed immunotherapy product candidate, SLATE, utilizes the same heterologous prime-boost approach. However, SLATE contains a fixed cassette with TSNA that are shared across a subset of cancer patients rather than a cassette unique to an individual patient, which distinguishes it as a potential off-the-shelf alternative candidate to GRANITE. SLATE is therefore designed to be readily available for rapid initiation of therapy and is less expensive to manufacture than an individualized product such as GRANITE. The key to appropriate utilization of the “off-the-shelf” product candidate is to accurately identify patients whose tumors contain at least one of the TSNA represented within the SLATE neoantigen cassette. The widespread use of tumor mutation panel sequencing in advanced cancer has enabled the routine identification of such patients, and complementary assessment of a patient’s HLA type is a standard clinical test, performed using a simple blood draw, and is designed to be completed within 7-10 days by a clinical immunology laboratory.

Patient selection is achieved by screening the patient’s tumor for driver mutations using commercially available genomic screens and identifying the patient’s HLA type from blood with a standard clinical assay.

Figure 6. Our Prime/Boost Platform is Designed to Enable Multiple Product Options Including Our Off-The-Shelf Immunotherapy Platform, SLATE



SLATE Phase 1/2 Study (GO-005, NCT03953235)

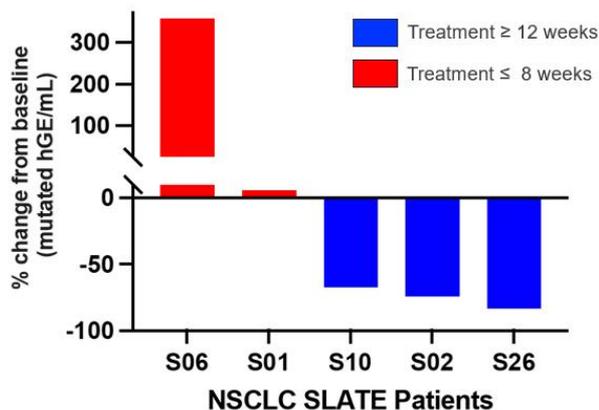
The purpose of this study is to evaluate the dose, safety, immunogenicity and early clinical activity of GRT-C903 and GRT-R904, a neoantigen-based therapeutic cancer vaccine candidate, in combination with immune checkpoint blockade, in patients with advanced or metastatic non-small cell lung cancer, microsatellite stable colorectal cancer, pancreatic cancer, and shared neoantigen-positive tumors.

The v1 format of SLATE (focused on KRAS and p53 mutations) was evaluated in this study in collaboration with Bristol-Myers Squibb. In September 2021, we presented updated interim efficacy, immunogenicity, and data, in 26 patients with metastatic solid tumors, largely focused on non-small cell lung cancer (NSCLC), microsatellite-stable colorectal cancer and pancreatic ductal adenocarcinoma (PDA). There were no safety signals of note with the most common adverse events being low grade, self-limiting fever and injection site reactions. SLATE patients developed CD8+ T cells against multiple KRAS driver mutations but strong responses were observed only in a subset of patients. Patients with NSCLC, all of whom had progressed on prior immunotherapies, showed the largest degree of CD8+ T cell development. SLATE v1 exhibited molecular responses (>50% decrease in ctDNA levels in the blood from baseline) observed in 3/5 NSCLC patients who had all progressed on prior anti-PD-(L)1 therapy (often in combination with chemotherapy) who were eligible for analysis (Figure 7).

This initial version of SLATE demonstrated the greatest activity in 6 NSCLC patients with the KRASmut G12C presented by the HLA protein A*02:01. Among these patients, ctDNA responses were observed in 66% of these patients (2/3 eligible for analysis), correlating with clinical benefit, and a RECIST radiologic response (unconfirmed) was observed in one second-line patient who had progressed after 3 months of first line chemo-immunotherapy. One patient who had progressed on prior chemo-immunotherapy after 8 months of treatment was nearing completion of 2 years of therapy with persistent ~20% tumor lesion shrinkage. The patient's ctDNA remained undetectable throughout the study.

Figure 7. Patients with NSCLC, all of whom had progressed on prior IO appeared to have the largest decrease in circulating tumor DNA correlating with longer treatment duration

Patient	Mutation	Baseline ctDNA (mutated hGE/mL)
S1	G12C	124.64
S2	G12C	26.92
S3	G12C	Not detectable
S6	G12D	21.12
S10	Q61H	77.23
S14	G12D	Not detectable
S26	G12C	3386.05



Under the same protocol, a next generation, optimized SLATE cassette (SLATE-KRAS), which exclusively includes epitopes from mutated KRAS and exhibited immunogenic superiority over v1 in human HLA-transgenic mice, is now in Phase 2 for patients with advanced NSCLC and CRC.

The Phase 2 portion of the study evaluating SLATE-KRAS has enrolled patients in 3 tumor-specific expansion cohorts (NSCLC post anti-PD-(L)1 and platinum-based chemotherapy, first line maintenance MSS-CRC and third-line MSS-CRC) with the potential to enroll up to 20 patients per cohort based on observed clinical activity. All patients will receive SLATE v2, consisting of a dose of intramuscular adenovirus-based prime with intramuscular self-amplifying mRNA-based boost vaccinations and a single adenovirus-based boost vaccination in combination with anti-PD-1 checkpoint inhibitor Opdivo® (nivolumab) and subcutaneous anti-CTLA-4 antibody Yervoy® (ipilimumab).

Infectious Disease Programs

In early 2021, we expanded our programs to include infectious diseases with the announcements of a second-generation vaccine program against SARS-CoV-2 (CORAL) and a therapeutic vaccine candidate designed to treat and potentially cure human immunodeficiency virus (HIV) infection.

CORAL – Second Generation COVID-19 Vaccine Program

Our CORAL program is a second-generation SARS-CoV-2 vaccine platform designed to deliver Spike and additional SARS-CoV-2 T cell epitopes, which we believe could offer the potential for more durable protection and broader immunity against SARS-CoV-2 variants. There are five different investigational COVID-19 product candidates being evaluated across four clinical trials with various antigenic cassettes designed to target Wild Type, Beta and Omicron variants.

These trials are being evaluated in different populations including elderly adults, immunocompromised individuals, those naïve to the virus, and previously vaccinated individuals using different vaccine regimens.

The program is supported by key relationships with the Bill & Melinda Gates Foundation, the National Institute of Allergy and Infectious Disease (NIAID), the Coalition for Epidemic Preparedness Innovations (CEPI), and through a license agreement with the La Jolla Institute for Immunology (LJI). LJI is one of the leading global organizations dedicated to studying the immune system, and through our licensing agreement, we have access to validated SARS-CoV-2 antigens that have been identified through LJI's studies of hundreds of patients recovering from COVID-19. Using such antigens, EDGE™ and vaccine platform technologies, we have developed novel vaccine candidates containing Spike (similar to first generation vaccines) but also additional viral antigens that we believe offer potential targets for broad T cell immunity.

We believe that our CORAL vaccine candidates have the potential to improve both T cell and antibody responses to Spike and other viral proteins. By creating a cassette that targets several viral antigens including Spike protein and additional TCE from the SARS-CoV-2 virus, some of which are highly conserved between viral strains (such as SARS and SARS-CoV-2), we believe our vaccine candidates may have pan-coronavirus potential to protect against future coronavirus pandemics. While mutations in the Spike protein

may reduce protection by antibodies (since the antibody target changes its shape), broad T cell immunity and long-term memory to different viral proteins may provide a second layer of clinical protection.

Early clinical data (described in more detail under the subsection “CORAL-BOOST (GO-009, NCT05148962)”) have demonstrated that a single 10µg boost dose of our samRNA vaccine containing Spike plus additional TCE boosted neutralizing antibody (nAb) and Spike-specific IgG responses against wild-type (WT) Spike and variants of concern (VOCs) Beta and Delta.

First generation COVID-19 vaccines generate a strong antibody response against SARS-CoV-2. These vaccines elicit nAb that can recognize the surface Spike protein of the virus and neutralize virus prior to cell infection. However, antibody responses have been shown to wane over time necessitating the development of approaches that can offer long-term durability of protection. Additionally, mutations in SARS-CoV-2 continuously arise, particularly in the Spike protein, and may further reduce clinical protection derived from vaccine-induced nAb to Spike. Analysis of blood from convalescent COVID-19 patients shows that recovered patients have both T cell and antibody immune responses. This is expected because T cells play a fundamental role in protective immunity against viruses. If a virus successfully evades nAb and infects a cell, the cell displays pieces of the virus on its surface, which T cells can recognize. Many T cell antigens derive from evolutionarily conserved regions of viral proteins that may thus provide longer, more robust immunity, complementing antibody-based immunity. In sum, mutations in Spike protein may reduce protection by nAb, but broad T cell immunity and long-term memory to conserved viral proteins may provide a durable second layer of clinical protection.

Preclinical data

We have conducted preclinical studies demonstrating that our SARS-CoV-2 vaccine candidate induced significant and sustained levels of neutralizing antibodies and T cells against the Spike protein, plus a broad T cell response against epitopes from multiple viral genes outside of Spike. We published data from one of these studies, a non-human primate challenge study (NHP Challenge Study), in November 2021.

Results of the NHP Challenge Study demonstrate immunization with our candidate, a samRNA vaccine, protected rhesus macaques against SARS-CoV-2 infection as either a homologous prime-boost regimen (two doses) or as a single boost following an optimized ChAd vector prime. In the NHP Challenge Study, a samRNA vaccine candidate encoding a prefusion stabilized SARS-CoV-2 spike glycoprotein demonstrated potent cellular and humoral immune responses at low doses in mice and rhesus macaques. The homologous prime-boost vaccination regimen of samRNA at 3, 10 and 30 µg induced potent neutralizing antibody titers in rhesus macaques at all dose levels, with the 10µg dose generating geometric mean titers (GMT) 48-fold greater than the GMT of a panel of SARS-CoV-2 convalescent human sera, and comparable to that observed with a ChAd and samRNA heterologous prime-boost regimen. Spike-specific T cell responses were observed in all dose groups. samRNA vaccination induced protection against SARS-CoV-2 challenge as both a homologous prime-boost and as a boost following ChAd prime, demonstrating reduction of viral replication in both the upper and lower airways. Observed protection was most effective with a samRNA prime-boost vaccination regimen at 10 and 30 µg and with a ChAd/samRNA heterologous prime-boost regimen. The Bill & Melinda Gates Foundation supported the preclinical evaluation of the vaccine candidate

Clinical Trials

Our CORAL next-generation COVID-19 vaccine candidates include Spike protein and additional T cell epitopes (TCE) from the SARS-CoV-2 virus. There are five different investigational COVID-19 product candidates being evaluated or are to be evaluated across the following four clinical trials with various antigenic cassettes targeting Wild Type, Beta and Omicron variants.

CORAL-BOOST (GO-009, NCT05148962)

Product Candidate	Construct
GRT-R910 (samRNA)	S _{WT} -TCE5

In September 2021, we initiated a Gritstone-sponsored Phase 1 dose escalation boost study evaluating our samRNA SARS CoV-2 vaccine candidate, GRT-R910, which includes construct S_{WT}-TCE5 as a single boost dose in healthy adults ≥60 years of age who have previously been vaccinated with the first-generation AstraZeneca SARS-CoV-2 vaccine. Safety data for the first cohort of participants who received a 10µg dose of GRT-R910 showed no grade 3 or 4 events or serious adverse events reported. In this same cohort, robust CD8+ T cell responses to conserved TCEs from SARS-CoV-2 were induced, including Nucleoprotein (N), Membrane (M), and ORF3a, which have been shown to offer T cell targets in convalescent individuals. A boost in pre-existing Spike-specific T cell responses was observed. Furthermore, although this Phase 1 study did not include a head-to-head comparison against other vaccine candidates, potent neutralizing antibodies against Spike (geometric mean titer of 2,370 using standardized pseudovirus neutralizing assay) were observed at levels consistent with published data from first-generation mRNA vaccines in a similar clinical context (CORAL-BOOST study; Munro *et al Lancet* 2021). Initially, a single institution study, this boost study is being amended to investigate the performance of a

homologous prime and boost dose of GRT-R910 in adults \geq 60 years of age who have previously received an authorized vaccine (either mRNA or adenovirus-based).

CORAL-NIH (NCT04776317)

Product Candidates	Construct
GRT-C907 (ChAd)/ -R908 (samRNA)	S _{WT}
GRT- C909 (ChAd)/ - R910 (samRNA)	S _{WT} -TCE5

We are collaborating with NIAID on a Phase 1 clinical trial which is being conducted through the NIAID-supported IDCRC. The trial was amended to evaluate a CORAL platform candidate as a boost to first- generation SARS-CoV-2 vaccines and is currently evaluating increasing doses of samRNA (in adults 18-60 and >60 years of age) and ChAd (>60 years of age only).

CORAL-IMMUNOCOMPROMISED (GO-011, NCT04776317)

Product Candidates	Construct
GRT-C909 (ChAd)/ -R910 (samRNA)	S _{WT} -TCE5

We have initiated a Gritstone-sponsored Phase 1 trial in the United Kingdom evaluating homologous (ChAd/ChAd) and heterologous (ChAd/samRNA) prime-boost regimens containing S_{WT}-TCE5 in patients being treated with B-cell depleting therapies for hematological malignancies or multiple sclerosis, utilizing GRT-C909 and GRT-R910. The majority of patients receiving these therapies mount poor immunologic responses to first generation vaccines and are at higher risk for severe infection from SARS-CoV-2. As these patients do not have sufficient B cell function, we believe vaccines like GRT-C909 and GRT-R910 that are designed to induced robust T cell responses may afford greater protection against SARS-CoV-2 than the first-generation vaccines.

CORAL-CEPI (GO-012)

Product Candidates	Construct
GRT-R914 (samRNA)	S _{Beta} -TCE9
GRT-R912 (samRNA)	S _{Beta} -N-TCE11
GRT-R918 (samRNA)	S _{Omicron} -N-TCE11

We have initiated a large Phase 1 study in South Africa with up to \$25.6 million in funding support from CEPI. The study is intended to evaluate our samRNA platform in multiple populations. Two samRNA vaccines (GRT-R912 and GRT-R914) have been engineered using the Spike protein from the SARS-CoV-2 Beta variant (that contributed to the large second wave of SARS-CoV-2 infections in South Africa) with two different TCE expression cassettes and more recently a samRNA vaccine candidate (GRT-R918) that has been engineered using the Spike protein from the SARS-CoV-2 Omicron variant (contributing to the ongoing fourth wave of SARS-CoV-2 infections in South Africa). GRT-R912 and GRT-R914 are being evaluated as a homologous prime/boost in healthy adults <65 years of age who have neither been previously vaccinated against SARS-CoV-2 or infected with SARS-CoV-2 and as a single boost in healthy adults <65 years of age who previously were infected with SARS-CoV-2. Furthermore, GRT-R912 and GRT-R914 will be evaluated in persons living with HIV, an underserved population with 1st generation vaccines who may be at greater risk of serious infections from SARS-CoV-2. GRT-R918 will be investigated as a homologous prime/boost in healthy adults \geq 18 years of age regardless of vaccination status or prior infection with SARS-CoV-2 to evaluate whether an omicron-variant specific vaccine may be more effective than a beta-variant specific vaccine.

BiSpecific Antibodies

We have a program focused on the development of bispecific antibody (BiSAb) therapeutics using highly tumor-specific antigens, including neoantigens, shared between patients with various solid tumors. Due to internal reprioritization of our resources, we have de-prioritized our BiSAb program and, therefore, will not be spending any internal resources on advancing the BiSAb program at this time. The BiSAb program remains wholly owned by Gritstone.

New Developments

CORAL updates

On January 4, 2022, we shared positive Phase 1 clinical data from the first cohort (10 µg dose of samRNA) of our CORAL-BOOST study, which showed both strong neutralizing antibody responses to Spike and robust CD8+ T cell responses. A single 10 µg dose of the CORAL program's samRNA vaccine administered to healthy adults ≥ 60 years (n=10) at least 22 weeks after two-dose series of Vaxzevria induced:

- New CD8+ T cell responses across a wide set of non-Spike epitopes, including many validated T cell targets in convalescent individuals, demonstrating the potential for durable protection across variants;
- Proportion of responses to TCE targets assessed by ELISpot:
 - o 36% Nucleoprotein (N);
 - o 22% Membrane (M);
 - o 42% ORF3a;
- A boost to pre-existing T cell responses to Spike epitopes (assessed by ELISpot) believed to be additive to antibody-based clinical protection conferred by Spike-dedicated vaccines:
 - o 120 IFN γ at peak treatment day vs. 55 at treatment day 1 (Spot-forming units per 10⁶ cells); assessed by ELISpot;
- Broad and potent neutralizing antibodies against SARS-CoV-2 Spike protein. Although the Phase 1 study did not include a head-to-head comparison with any other vaccine, the observed neutralizing antibodies were generally consistent with published data from higher doses of first-generation mRNA vaccines in a similar clinical context (COV-BOOST study; Munro et al., Lancet 2021):
 - o 2,370 Geomean ID50 titer values observed at day 29 against Wild Type variant vs. 108 at treatment day 1; and
 - o 650 Geomean ID50 titer values observed at day 29 against Beta variant vs. 68 at treatment day 1.

Additional CORAL updates

Enrollment of the second cohort of the Phase 1 CORAL-BOOST study evaluating 30µg samRNA dose has concluded and based on similar efficacy seen at 10 and 30 µg and increased reactogenicity at the higher dose, the study is proceeding to additional cohorts utilizing the 10 µg dose.

In March 2022, we initiated both the Phase 1 CORAL-CEPI and the CORAL-IMMUNOCOMPRISED trials.

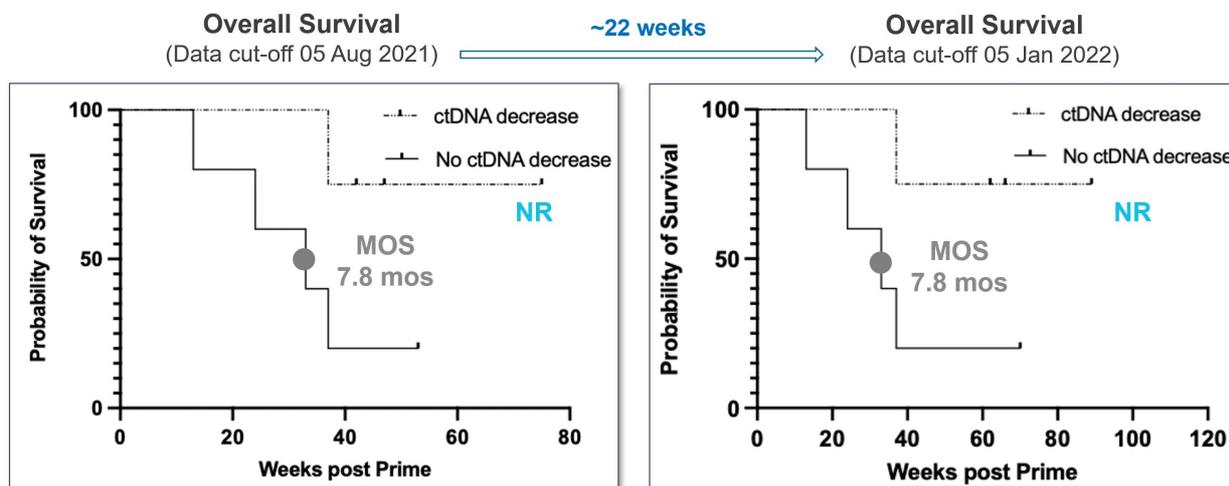
GRANITE updates

On January 13, 2022, we announced the first patient was enrolled for inclusion in the GRANITE -CRC-1L study, a Phase 2/3 trial evaluating our individualized neoantigen vaccine (GRANITE) for first line (1L) maintenance treatment of metastatic, microsatellite-stable colorectal cancer (MSS-CRC).

On January 13, 2022, we also announced updated interim data from the Phase 1/2 GRANITE trial evaluating individualized immunotherapy in combination with nivolumab (OPDIVO®) and ipilimumab (YERVOY®) in patients with advanced solid tumors. As of the January 5, 2022 data cutoff date, all 12 MSS-CRC patients treated in such GRANITE trial remained alive, and the correlation between ctDNA and overall survival continued to be observed (*Figure 8*).

As of March 2022, the first patient was enrolled for inclusion in the GRANITE-CRC-ADJUVANT study, a randomized, controlled phase 2 trial of adjuvant GRANITE immunotherapy in MSS-CRC patients with stage II/III disease who are ctDNA+ after definitive surgery.

Figure 8. ctDNA Was Reduction Associated with Prolonged Overall Survival in Phase 1/2 trial assessing GRANITE



12 MSS-CRC patients treated; 9 patients eligible for analysis of ctDNA changes relative to baseline
 MOS = Median Overall Survival; NR = Not Reached

License and Collaborations

HIV Vaccine in Collaboration with Gilead Sciences, Inc.

In January 2021, we entered into a collaboration, option and license agreement with Gilead Sciences, Inc. (Gilead) to research and develop a vaccine-based immunotherapy for HIV. Together, we plan to develop an HIV-specific therapeutic vaccine using our proprietary prime-boost vaccine platform, comprised of samRNA and adenoviral vectors, with antigens developed by Gilead. Under the terms of the agreement, Gilead invested \$60.0 million, consisting of a \$30.0 million upfront cash payment and a \$30.0 million equity investment at the closing. Gilead will be responsible for conducting a Phase 1 study for the HIV-specific therapeutic vaccine and holds an exclusive option under the collaboration to obtain an exclusive license to develop and commercialize the HIV-specific therapeutic vaccine beyond Phase 1. We are also eligible to receive up to an additional \$725.0 million if the option is exercised and if certain clinical, regulatory and commercial milestones are achieved, as well as mid-single-digit to low double-digit tiered royalties on net sales upon commercialization. Gritstone and Gilead received IND clearance for this program in December 2021.

Strategic Collaboration with 2seventy bio

In August 2018, we entered into a research collaboration and license agreement with bluebird bio, Inc. (bluebird), to utilize our EDGE™ platform to identify and validate tumor-specific targets and provide TCRs directed to 10 selected targets for use in bluebird’s cell therapy platform. In November 2021, bluebird assigned the research collaboration and license agreement to its affiliate, 2seventy bio, Inc. (2seventy), in connection with an internal restructuring and subsequent spin-out of 2seventy (such research collaboration and license agreement, as assigned, 2seventy Agreement). In connection with the 2seventy Agreement, we received a non-refundable up-front cash payment of \$20.0 million and an additional \$10.0 million in equity investment in our Series C convertible preferred stock. We are also eligible to receive up to an aggregate of \$1.2 billion in development, regulatory and commercial milestones associated with 2seventy’s resulting cell therapy products, as well as tiered, single-digit royalties on sales of the TCR immunotherapy products that utilize the TCRs discovered by us. The royalty term for each TCR immunotherapy product shall be determined on a product-by-product and country-by-country basis and will commence on the first commercial sale of each product in a country and end on the latest of: (i) expiration or termination of the last to expire valid claim of the last licensed patent that covers the product pursuant to the 2seventy Agreement; (ii) expiration of all periods of regulatory exclusivity for the product in such country (in respect of sales in that country); and (iii) 10 years after the first commercial sale of such product in such country (in respect of sales in that country). 2seventy will be solely responsible for all costs and expenses of its development, manufacturing, and commercial activities for resulting therapies.

The identification, validation, selection and development of the TCRs will be conducted during an estimated 5-year research term and may be extended by an additional year under certain conditions. The collaboration will be governed by a joint steering committee with representatives from Gritstone and 2seventy. We and 2seventy have exchanged non-exclusive licenses to carry out the

research program, and, on a selected target-by-selected target basis, we have granted 2seventy an exclusive worldwide license to research, develop, and commercialize resulting cell therapy products directed to such targets, including rights to utilize TCRs discovered by us. The collaboration term ends on a country-by-country and product candidate-by-product candidate basis based on completion of all payments owed to us by 2seventy thereon. Either party may terminate the 2seventy Agreement upon written notice to the other party in the event of the other party's uncured material breach, subject to a dispute resolution process. In addition, 2seventy may terminate the 2seventy Agreement for convenience upon prior written notice to us.

License Agreement with Arbutus Biopharma Corporation and Protiva Biotherapeutics

On October 16, 2017, we executed a license agreement with Arbutus Biopharma Corporation (Arbutus) and Protiva Biotherapeutics and subsequently amended certain terms in July 2018 (such amended license agreement, Arbutus License Agreement). Arbutus is a leader in LNP technology with a broad intellectual property estate and a large library of LNPs, including multiple LNPs being used in clinical development by its partners, as well as the chemistry expertise to synthesize novel LNPs with properties optimal for samRNA.

Under the Arbutus License Agreement, Arbutus granted us a worldwide, exclusive (even as to Arbutus, subject to certain limited exceptions), sublicensable, transferable license, to research, develop, manufacture, and commercialize our novel RNA-based platform for intracellular delivery of samRNA encoding TSNA in combination with one or more of Arbutus' proprietary LNPs. The licensed technology includes Arbutus' portfolio of proprietary and clinically validated LNP products and associated intellectual property and includes technology transfer of Arbutus' manufacturing know-how. Following the execution of the Arbutus License Agreement, we have identified an LNP formulation that we believe will be optimal for use in our GRANITE and SLATE clinical trials. Our goal is to deliver a second-generation samRNA immunotherapy that has the potential to serve as a homologous prime-boost immunotherapy.

Under the Arbutus License Agreement, we paid Arbutus an upfront payment of \$5.0 million. We also agreed to make (i) aggregate payments of up to \$73.5 million upon the achievement of specified development milestones for up to three products, (ii) an aggregate \$50.0 million in commercial milestone payments and (iii) royalty payments in the low single-digits on net sales of licensed products for a royalty term lasting until the expiration of the last patent covered under the Arbutus License Agreement. Following acceptance of our first IND in September 2018, we made the first milestone payment of \$2.5 million to Arbutus. In August 2019, a milestone was met following the initial patient treatment of SLATE in our GO-005 clinical trial. In connection with such milestone, we recorded \$3.0 million as research and development expenses in 2019 and made the milestone payment in October 2019. Further milestone payments are not expected to occur before 2023.

The Arbutus License Agreement continues in effect until the last to expire royalty payment or early termination. The Arbutus License Agreement is terminable by us for convenience with 60 days prior written notice, upon payment of a no-cause termination sum. We may also terminate it in the event of material adverse safety data for a product, failure to achieve a primary or secondary efficacy endpoint, or if a regulatory authority takes action that prevents us from commercializing any product. Either party may terminate the Arbutus License Agreement for material breach, and Arbutus may terminate it for abandonment or if we challenge Arbutus patents.

License Agreement with Genevant Sciences GmbH

On October 20, 2020, we entered into an Option and License and Development Agreement with Genevant Sciences GmbH (Genevant, and such agreement, 2020 Genevant Agreement). Pursuant to the 2020 Genevant Agreement, Genevant granted us exclusive license rights under certain intellectual property related to Genevant's lipid nanoparticle technology (LNP Technology) for a single indication (HIV), and we agreed to pay Genevant an initial payment of \$2.0 million, up to an aggregate of \$71.0 million in specified development, regulatory, and commercial milestones, and low to mid-single digit royalties on net sales of licensed products. The 2020 Genevant Agreement expands our intellectual property rights to the LNP technology originally obtained pursuant to our Arbutus License Agreement.

Pursuant to the 2020 Genevant Agreement, Genevant also granted us certain options to expand the licensed field beyond the single indication. If we exercise any options under the 2020 Genevant Agreement to expand the licensed field, we would be required to pay to Genevant additional option exercise fees, certain development, regulatory and commercial milestones and royalties on net sales of licensed products in respect of the expanded licensed field. We also granted Genevant a nonexclusive license to certain intellectual property developed under the Arbutus License Agreement.

The 2020 Genevant Agreement continues in effect until the last to expire royalty term or early termination. The 2020 Genevant Agreement is terminable by us for convenience with 90 days prior written notice or immediately if based on certain product safety or efficacy or regulatory criteria. Either us or Genevant may terminate the 2020 Genevant Agreement for material breach, subject to a cure period, and Genevant may terminate it if we challenge a licensed patent.

License Agreement with Genevant Sciences GmbH

On January 15, 2021, we entered into a Non-Exclusive License and Development Agreement with Genevant (2021 Genevant Agreement). Pursuant to the 2021 Genevant Agreement, we obtained a nonexclusive license to Genevant's LNP Technology to develop and commercialize self-amplifying RNA vaccines against SARS-CoV-2. Further, we (i) agreed to pay Genevant an upfront payment of \$1.5 million and (ii) are subject to (x) additional payments up to an aggregate of \$166.0 million per product, upon achievement of certain development and commercial milestones and (y) tiered royalties ranging from the mid-single digits to mid-teens on net sales of licensed products for a royalty term lasting until the later of expiration of the last covered patent under the 2021 Genevant Agreement. In certain scenarios, in lieu of milestones and royalties, Genevant will be entitled to a percentage of any amounts that we receive from sublicenses to the COVID-19 program subject to certain conditions. The 2021 Genevant Agreement further expands our intellectual property rights to the LNP technology originally obtained pursuant to the Arbutus License Agreement.

The 2021 Genevant Agreement continues in effect until the last to expire royalty term or early termination. The 2021 Genevant Agreement is terminable by us for convenience with 90 days prior written notice or immediately if based on certain product safety or efficacy or regulatory criteria. Either us or Genevant may terminate the 2021 Genevant Agreement for material breach, subject to a cure period, and Genevant may terminate it if we challenge a licensed patent.

The 2021 Genevant Agreement contains, among other provisions, representation and warranties, indemnification obligations, confidentiality, audit and inspection, and intellectual property sharing provisions in favor of each party that are customary for an agreement of this nature.

CEPI Funding for CORAL Program

In August 2021, CEPI agreed to provide funding of up to \$20.6 million to us to advance our CORAL program, with an initial clinical trial of our second-generation COVID-19 vaccine in South Africa. Under the terms of that agreement (CEPI Funding Agreement), CEPI will fund a multi-arm Phase 1 study evaluating the CORAL program's samRNA vaccine in naïve, convalescent, and HIV+ patients. The study initially planned to evaluate two different samRNA vaccine constructs that each target both the spike protein and other SARS-CoV-2 targets and are designed to drive both robust B and T cell immune responses.

The CEPI Funding Agreement also provides for an agreement on the importance of global equitable access to the vaccine produced pursuant to the CEPI Funding Agreement. The vaccine, if approved, is expected to be made available for procurement and allocation to the COVAX Facility, which aims to deliver equitable access to COVID-19 vaccines for all countries, at all levels of development, that wish to participate.

The scope and continuation of the CEPI Funding Agreement may be amended depending on ongoing developments of the COVID-19 outbreak and the success of our COVID-19 vaccine candidate developed under the CEPI Funding Agreement relative to other third-party COVID-19 vaccine candidates or treatments. In December 2021, we and CEPI amended the CEPI Funding Agreement to provide for up to \$5 million in additional funding to conduct a Phase 1 clinical trial of the CORAL program's Omicron vaccine candidate in South Africa.

If the World Health Organization (WHO), CEPI or a regulatory authority having jurisdiction over a clinical trial performed under the CEPI Funding Agreement determines that a third-party product candidate has substantially greater potential than the our COVID-19 vaccine candidate developed under the CEPI Funding Agreement and should be prioritized instead for a particular trial, we must consider in good faith any written request of CEPI not to proceed with a clinical trial of such COVID-19 vaccine candidate (the determination of whether to proceed or not with such trial shall be made by us in our sole discretion). In addition, CEPI has the right to unilaterally terminate the CEPI Funding Agreement upon prior written notice if CEPI determines that (i) there are material safety, regulatory, scientific misconduct or ethical issues with the project undertaken by us under the CEPI Funding Agreement, (ii) the project undertaken by us under the CEPI Funding Agreement must be terminated, (iii) we become unable to discharge its obligations under the CEPI Funding Agreement, (iv) we fail to meet certain criteria set forth in the CEPI Funding Agreement, or (v) we commit fraud or a financial irregularity, as such terms are defined in the CEPI Funding Agreement. Certain termination rights for CEPI are subject to cure periods.

For additional information on all our license and collaboration arrangements, see "Collaboration and License Agreements" in Note 7 to our consolidated financial statements.

Manufacturing

Manufacturing is a vital component of our individualized immunotherapy platform, and we are devoting significant resources to manufacturing and process development in an effort to maintain the potential safety and efficacy of our product candidates, as well as to reduce our per-unit manufacturing costs and time to market. The production of our individualized immunotherapy candidates requires two distinct elements for each patient: tumor biopsy analysis to determine candidate neoantigens, followed by manufacture of vectors containing an individualized cassette encoding the selected neoantigens. SLATE and CORAL contains a fixed cassette with TSNA or SARS-CoV-2 vaccine constructs that is shared across cancer patients/subjects rather than a cassette unique to an individual patient, which is designed to provide an off-the-shelf alternative to our individualized manufactured product candidate, GRANITE. The manufacture of these vectors involves complex processes, including per-patient plasmid production, mammalian cell production of virus and RNA synthesis and lipid encapsulation. SLATE and CORAL manufacturing, as a fixed, “off-the-shelf” product candidate, are not time-sensitive and while manufacturing scale differs, both are relatively straightforward operationally. GRANITE, on the other hand, is an “N of 1” product candidate and is manufactured in real-time for each patient, which involves a greater logistical burden.

Our goal is to carefully manage our fixed-cost structure, maximize optionality, and drive long-term cost of goods as low as possible. We have used a hybrid approach to manufacturing and release of our individualized immunotherapy candidates whereby certain elements of our product candidates are manufactured and tested on an outsourced basis at CMOs, and other elements of our product candidates are manufactured and released internally at the 42,600 square foot manufacturing facility we established in 2017 in Pleasanton, California, all designed in compliance with cGMP.

Our manufacturing process begins with receipt of a patient’s routine biopsy and blood sample at our Cambridge, Massachusetts facility, where TSNA identification is performed using the EDGE™ platform. The TSNA sequences generated by our platform are sent electronically to our Pleasanton, California manufacturing facility to generate the patient-specific TSNA cassette, which is then cloned into each of the ChAd and samRNA vectors and amplified. Following amplification, the ChAd vector containing the cassette is further manufactured into the final drug product and vialled onsite. In parallel at the Pleasanton facility, the samRNA vector is manufactured into RNA, formulated into LNP, and vialled onsite. Currently, the entire manufacturing process, from biopsy receipt at our facilities to the release and shipment of the individualized immunotherapy candidate to the clinical site for patient administration, often takes approximately 16-20 weeks in principle. Our goal is for this production and release timeline (and associated cost) to diminish over time due to process scaling, potential improvements in production and testing technologies, internal process expertise, internalization of potential reductions in regulatory testing requirements based on clinical experience.

To achieve this, our process development group is focused on several key initiatives. The first is investigating novel approaches to manufacturing our products, including process optimization and quality by design of each intermediate, drug substance and drug product. Additionally, we are systematically characterizing our manufacturing processes, including product intermediates and manufacturing unit operations. This characterization effort is designed to enable us to implement process changes over the entire product lifecycle and to quickly react to evolving process technologies that can lead to reductions in per-unit manufacturing costs and shorter process cycle times. In addition, we plan to establish automated, closed-platform manufacturing processes. Our goal is for these processes to enable us to conduct manufacturing in a lower-classified, lower cost manufacturing environment for multiple steps of our drug product manufacturing.

For our CORAL program, manufacturing of early-stage clinical lots was initiated on our Pleasanton, California manufacturing facility towards the end of 2020 and we have continued to produce next generation, variant-specific clinical lots through 2021 within this facility. Product candidates include both samRNA and adenoviral vectors to deliver SARS-CoV-2 viral antigens. Additional scale-up activities involving CMOs will be needed as the CORAL program progresses leading to large demand for the product candidates.

Our manufacturing strategy is currently structured to support our U.S., E.U., South African, and Australian development plans. We believe this manufacturing strategy developed for global distribution will enable use in other geographies. Specific supply strategies for other geographies will be developed as part of our clinical and commercial plans for such other geographies.

Commercialization Plan

We do not currently have any approved therapies, and we do not anticipate receiving marketing authorization for our early development candidates in either the United States or other worldwide regions in the near future. An internal expansion of sales, marketing, and commercial distribution capabilities would be developed once we have obtained clinical data that can support licensure following discussions with the FDA or other worldwide health authorities. If and when any of our development candidates are approved for commercialization, we intend to create an infrastructure to support ongoing sales in the United States and, possibly in other regions.

Competition

The biotechnology and pharmaceutical industries put significant emphasis and resources into the development of novel and proprietary therapies for treatment of cancer and infectious disease. We face substantial competition from many different sources, including large and specialty pharmaceutical and biotechnology companies, academic research institutions and governmental agencies and public and private research institutions. We anticipate that we will continue to face increasing competition in our field as new therapies, technologies, and data emerge.

In addition to the current standard of care for patients, a number of parties in the field of immunotherapy are pursuing commercial and academic clinical trials. Results from these trials have fueled continued interest in immunotherapy, and our competitors include:

- In the neoantigen space, BioNTech AG (which acquired Neon Therapeutics in May 2020) in collaboration with Genentech Inc., Moderna Therapeutics, Inc. in collaboration with Merck & Co. Inc., Advaxis Immunotherapies, Achilles Therapeutics, NousCom AG, Genocea Biosciences Inc., Nykode Therapeutics AS in collaboration with Genentech Inc., PACT Pharma, Inc., Transgene SA, and Geneos Therapeutics, Inc.
- In the SARS-CoV-2 space, Pfizer, Inc. in collaboration with BioNTech AG, Moderna Therapeutics, Inc., Janssen Pharmaceuticals, Inc., AstraZeneca plc, CureVac AG in collaboration with GlaxoSmithKline plc., Sanofi in collaboration with GlaxoSmithKline plc, Novavax, Inc., Arcturus Therapeutics, Inc., Inovio Pharmaceuticals, Inc., Nykode Therapeutics AS, and VBI Vaccines, Inc.
- In the Infectious Disease space, Moderna, Pfizer Inc. in collaboration with BioNTech AG, AstraZeneca plc, Johnson & Johnson, Merck, Novavax, Inc., Sanofi, GlaxoSmithKline plc. and CureVac AG.
- In the samRNA space, GlaxoSmithKline plc, Arcturus Therapeutics, Inc., HDT Bio, Corp. and Imperial College London in collaboration with AstraZeneca plc.

Many of our competitors, either alone or with their strategic partners, have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, and marketing approved products than we do. Mergers and acquisitions in the pharmaceutical, biotechnology and gene therapy industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with established companies. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. The key competitive factors affecting the success of our programs are likely to be their efficacy, safety, cost and convenience.

Intellectual Property

Our commercial success depends in part on our ability to obtain and maintain proprietary protection for our products and services, to operate without infringing the proprietary rights of others, and to prevent others from infringing our proprietary rights. We rely on a combination of patents and trade secrets, as well as contractual protections, to establish and protect our intellectual property rights. We seek to protect our proprietary position by, among other things, filing patent applications in the United States and internationally. Our patent estate includes patents and patent applications with claims relating to our products, methods, and manufacturing processes, and broader claims for potential future products and developments. As of December 31, 2021, our solely-owned patent portfolio includes, on a worldwide basis, pending patent applications and issued patents relating to our products, methods, and manufacturing processes.

As of December 31, 2021, our solely-owned patent estate includes a portfolio of pending patent applications and issued patents related to our cancer-based platform, including our bispecific antibody platform and TCRs; and a portfolio of pending patent applications related to our infectious disease-based platform. Details regarding these portfolios are provided below.

As of December 31, 2021, our solely-owned patent portfolio related to our cancer-based platform, including our bispecific antibody platform and TCRs, includes domestic and international patent rights with claims related to antigen identification and related compositions, uses and manufacture. Any patents that have or may issue from these patent rights are expected to expire between 2036 and 2042, absent any patent term adjustments or extensions.

As of December 31, 2021, our solely-owned patent portfolio related to our infectious disease-based platform includes domestic and international patent rights with claims related to infectious disease-based compositions and their related uses and manufacture. Any patents that have or may issue from these patent rights are expected to expire between 2037 and 2042, absent any patent term adjustments or extensions.

In addition to patents, we have filed for trademark registration with the United States Patent and Trademark Office (USPTO) as well as certain other international trademark agencies, for “GRITSTONE,” “GRANITE,” “SLATE” and our logo. Furthermore, we rely upon trade secrets, know-how and continuing technological innovation to develop and maintain our competitive position.

In some instances, we submit patent applications directly with the USPTO as provisional patent applications. Provisional applications for patents were designed to provide a lower-cost first patent filing in the United States. Corresponding non-provisional patent applications must be filed not later than twelve (12) months after the provisional application filing date. The corresponding non-provisional application benefits in that the priority date(s) of the patent application is/are the earlier provisional application filing date(s), and the patent term of the finally issued patent is calculated from the later non-provisional application filing date. This system allows us to obtain an early priority date, add material to the patent application(s) during the priority year, obtain a later start to the patent term and to delay prosecution costs, which may be useful in the event that we decide not to pursue examination in an application. We file U.S. non-provisional applications and Patent Cooperation Treaty (PCT) applications that claim the benefit of the priority date of earlier filed provisional applications, when applicable. The PCT system allows a single application to be filed within twelve (12) months of the original priority date of the patent application, and to designate PCT member states in which national patent applications can later be pursued based on the international patent application filed under the PCT. The PCT searching authority performs a patentability search and issues a non-binding patentability opinion which can be used to evaluate the chances of success for the national applications in foreign countries prior to having to incur the filing fees. Although a PCT application does not issue as a patent, it allows the applicant to seek protection in any of the member states through national-phase applications.

At the end of the period of two and a half years from the first priority date of the patent application, separate patent applications can be pursued in any of the PCT member states either by direct national filing or, in some cases by filing through a regional patent organization, such as the European Patent Organization. The PCT system delays expenses, allows a limited evaluation of the chances of success for national/regional patent applications and enables substantial savings where applications are abandoned within the first two and a half years of filing.

For all patent applications, we determine claiming strategy on a case-by-case basis. Advice of counsel and our business model and needs are always considered. We file patents containing claims for protection of all useful applications of our proprietary technologies and any products, as well as all new applications and/or uses we discover for existing technologies and products, assuming these are strategically valuable. We continuously reassess the number and type of patent applications, as well as the pending and issued patent claims to ensure that maximum coverage and value are obtained for our processes, and compositions, given existing patent office rules and regulations. Further, claims may be modified during patent prosecution to meet our intellectual property and business needs.

We recognize that the ability to obtain patent protection and the degree of such protection depends on a number of factors, including the extent of the prior art, the novelty and non-obviousness of the invention, and the ability to satisfy the enablement requirement of the patent laws. The patent positions of biotechnology companies like ours are generally uncertain and involve complex legal, scientific and factual questions. In addition, the coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted or further altered even after patent issuance. Consequently, we may not obtain or maintain adequate patent protection for any of our product candidates or for our technology platform. We cannot predict whether the patent applications we are currently pursuing will issue as patents in any particular jurisdiction or whether the claims of any issued patents will provide sufficient proprietary protection from competitors. Any patents that we hold may be challenged, circumvented or invalidated by third parties.

Our commercial success will also depend in part on not infringing the proprietary rights of third parties. In addition, we have licensed rights under proprietary technologies of third parties to develop, manufacture and commercialize specific aspects of our products. It is uncertain whether the issuance of any third-party patent would require us to alter our development or commercial strategies, alter our processes, obtain licenses or cease certain activities. The expiration of patents or patent applications licensed from third parties or our breach of any license agreements or failure to obtain a license to proprietary rights that we may require to develop or commercialize our future technology may have a material adverse impact on us. If third parties prepare and file patent applications in the United States that also claim technology to which we have rights, we may have to participate in interference proceedings in the USPTO to determine priority of invention.

We further own trade secrets relating to our technology, and we maintain the confidentiality of proprietary information to protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection. We seek to protect our trade secrets and know-how by entering into confidentiality agreements with third parties, consultants and employees who have access

to such trade secrets and know-how. These agreements provide that all confidential information concerning our business or financial affairs developed or made known to the individual during the course of the individual's relationship with us are to be kept confidential and not disclosed to third parties except in specific circumstances. In addition, we enter into employment agreements that require employees to assign to us any inventions, trade secrets or know-how that they develop while employed by us. Although we take steps to protect our proprietary information and trade secrets, including through agreements with our employees and consultants, these agreements may be breached, or third parties may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets or disclose our technology. Thus, we may not be able to meaningfully protect our trade secrets. To the extent that our employees, consultants, scientific advisors or other contractors use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know how and inventions.

For a more comprehensive discussion of the risks related to our intellectual property, please see the section titled "Risk Factors—Risks Related to Intellectual Property."

Government Regulation

The FDA and other regulatory authorities at federal, state, and local levels, as well as in foreign countries, extensively regulate, among other things, the research, development, testing, manufacture, quality control, import, export, safety, effectiveness, labeling, packaging, storage, distribution, record keeping, approval, advertising, promotion, marketing, post-approval monitoring, and post-approval reporting of biologics such as those we are developing. We, along with third-party contractors, will be required to navigate the various preclinical, clinical and commercial approval requirements of the governing regulatory agencies of the countries in which we wish to conduct studies or seek approval or licensure of our product candidates.

In the United States, the FDA regulates biologic products under both the Federal Food, Drug and Cosmetic Act (FDCA) and the Public Health Service Act and their respective implementing regulations. Our product candidates are subject to regulation by the FDA as biological products. Biological products require the submission of a biologics license application (BLA) and licensure, which constitutes approval, by the FDA before being marketed in the United States. None of our product candidates has been approved by the FDA for marketing in the United States, and we currently have no BLAs pending. Failure to comply with applicable FDA or other requirements at any time during product development, clinical testing, the approval process or after approval may result in administrative or judicial sanctions. These sanctions could include the FDA's refusal to approve pending applications, suspension or revocation of approved applications, warning letters, product recalls, product seizures, total or partial suspensions of manufacturing or distribution, injunctions, fines, civil penalties or criminal prosecution.

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

- completion of preclinical laboratory tests and animal studies performed in accordance with the FDA's good laboratory practice, or GLP, regulations;
- submission to the FDA of an IND which must become effective before clinical trials may begin;
- approval by an independent Institutional Review Board (IRB) or ethics committee at each clinical site before the trial is commenced;
- performance of adequate and well-controlled human clinical trials in accordance with the IND, protocol, and FDA's good clinical practice (GCP) regulations to establish the safety, purity and potency of the proposed biologic product candidate for its intended purpose;
- preparation of and submission to the FDA of a BLA after completion of all pivotal clinical trials;
- satisfactory completion of an FDA Advisory Committee review, if applicable;
- a determination by the FDA within 60 days of its receipt of a BLA to file the application for review;
- satisfactory completion of an FDA pre-approval inspection of the manufacturing facility or facilities at which the proposed product is produced to assess compliance with cGMP and to assure that the facilities, methods and controls are adequate to preserve the biological product's continued safety, purity and potency, and of selected clinical investigation sites,
- FDA review and approval of the BLA to permit commercial marketing of the product for particular indications for use in the United States.

Preclinical and Clinical Development

Prior to beginning the first clinical trial with a product candidate, we must submit an IND to the FDA. An IND is a request for authorization from the FDA to administer an investigational new drug product to humans. The central focus of an IND submission is on the general investigational plan and the protocol(s) for clinical studies. The IND also includes results of animal and in vitro studies assessing the toxicology, pharmacokinetics, pharmacology, and pharmacodynamic characteristics of the product; chemistry, manufacturing, and controls information; and any available human data or literature to support the use of the investigational product. An IND must become effective before human clinical trials may begin. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, raises safety concerns or questions about the proposed clinical trial. In such a case, the IND may be placed on clinical hold and the IND sponsor and the FDA must resolve any outstanding concerns or questions before the clinical trial can begin. Submission of an IND therefore may or may not result in FDA authorization to begin a clinical trial.

In addition to the submission of an IND to the FDA before initiation of a clinical trial in the United States, under the National Institutes of Health (NIH) Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules (NIH Guidelines) supervision of human gene transfer trials includes evaluation and assessment by an institutional biosafety committee (IBC) a local institutional committee that reviews and oversees research utilizing recombinant or synthetic nucleic acid molecules at that institution. The IBC assesses the safety of the research and identifies any potential risk to public health or the environment, and such review may result in some delay before initiation of a clinical trial. While the NIH Guidelines are not mandatory unless the research in question is being conducted at or sponsored by institutions receiving NIH funding of recombinant or synthetic nucleic acid molecule research, many companies and other institutions not otherwise subject to the NIH Guidelines voluntarily follow them.

Clinical trials involve the administration of the investigational product to human subjects under the supervision of qualified investigators in accordance with GCPs, which include the requirement that all research subjects provide their informed consent for their participation in any clinical study. Clinical trials are conducted under protocols detailing, among other things, the objectives of the study, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated. Generally, a separate submission to the IND must be made for each successive clinical trial conducted during product development and for any subsequent protocol amendments. While the IND is active, progress reports summarizing the results of the clinical trials and nonclinical studies performed since the last progress report, among other information, must be submitted at least annually to the FDA, and written IND safety reports must be submitted to the FDA and investigators for serious and unexpected suspected adverse events, findings from other studies suggesting a significant risk to humans exposed to the same or similar drugs, findings from animal or in vitro testing suggesting a significant risk to humans, and any clinically important increased incidence of a serious suspected adverse reaction compared to that listed in the protocol or investigator brochure

For purposes of BLA approval, human clinical trials are typically conducted in three (3) sequential phases that may overlap or be combined.

- Phase 1—The investigational product is initially introduced into healthy human subjects or patients with the target disease or condition. These studies are designed to test the safety, dosage tolerance, absorption, metabolism and distribution of the investigational product in humans, the side effects associated with increasing doses, and, if possible, to gain early evidence on effectiveness.
- Phase 2—The investigational product is administered to a limited patient population with a specified disease or condition to evaluate the preliminary efficacy, optimal dosages and dosing schedule and to identify possible adverse side effects and safety risks. Multiple Phase 2 clinical trials may be conducted to obtain information prior to beginning larger and more expensive Phase 3 clinical trials.
- Phase 3—The investigational product is administered to an expanded patient population to further evaluate dosage, to provide statistically significant evidence of clinical efficacy and to further test for safety, generally at multiple geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the investigational product and to provide an adequate basis for product approval.

In some cases, the FDA may require, or companies may voluntarily pursue, additional clinical trials after a product is approved to gain more information about the product. These so-called Phase 4 studies may be made a condition to approval of the BLA. Concurrent with clinical trials, companies may complete additional animal studies and develop additional information about the biological characteristics of the product candidate, and they must finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, must develop methods for testing the safety, purity and potency. Additionally, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

BLA Submission and Review

Assuming successful completion of all required testing in accordance with all applicable regulatory requirements, the results of product development, nonclinical studies and clinical trials are submitted to the FDA as part of a BLA requesting approval to market the product for one or more indications. The BLA must include all relevant data available from pertinent preclinical and clinical studies, including negative or ambiguous results as well as positive findings, together with detailed information relating to the product's chemistry, manufacturing, controls, and proposed labeling, among other things. The submission of a BLA requires payment of a substantial application user fee to the FDA unless a waiver or exemption applies.

Once a BLA has been submitted, within sixty (60) days, the FDA first reviews the BLA to determine if it is substantially complete before the agency 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. Once filed, the FDA's goal is to review standard applications within ten (10) months after the filing date or, if the application qualifies for priority review, six (6) months after the filing date. In both standard and priority reviews, the review process is often significantly extended by FDA requests for additional information or clarification. The FDA reviews a BLA to determine, among other things, whether a product is safe, pure and potent and the facility in which it is manufactured, processed, packed, or held meets standards designed to assure the product's continued safety, purity and potency. The FDA may convene an advisory committee for review, evaluation and recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendation of an advisory committee, but it generally follows such recommendations. Before approving a BLA, the FDA will typically inspect the facility or facilities where the product is manufactured. The FDA will not approve an application 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, as well as the sponsor, to assure compliance with GCP.

After the FDA evaluates a BLA and conducts inspections of manufacturing facilities where the product will be produced, the FDA may issue an approval letter or a Complete Response Letter. An approval letter authorizes commercial marketing of the product with specific prescribing information for specific indications. A Complete Response Letter will describe all of the deficiencies that the FDA has identified in the BLA, except that where the FDA determines that the data supporting the application are inadequate to support approval, the FDA may issue the Complete Response Letter without first conducting required inspections, testing submitted product lots, and/or reviewing proposed labeling. In issuing the Complete Response Letter, the FDA may recommend actions that the applicant might take to place the BLA in condition for approval, including requests for additional information or clarification. The FDA may delay or refuse approval of a BLA if applicable regulatory criteria are not satisfied, require additional testing or information and/or require post-marketing testing and surveillance to monitor safety or efficacy of a product.

If regulatory approval of a product is granted, such approval will be granted for particular indications and may entail limitations on the indicated uses for which such product may be marketed. For example, the FDA may approve the BLA with a Risk Evaluation and Mitigation Strategy (REMS) to ensure the benefits of the product outweigh its risks. A REMS is a safety strategy to manage a known or potential serious risk associated with a product and to enable patients to have continued access to such medicines by managing their safe use. A REMS program may be required to include various elements, such as a medication guide or patient package insert, a communication plan to educate healthcare providers of the drug's risks, or other elements to assure safe use, such as limitations on who may prescribe or dispense the drug, dispensing only under certain circumstances, special monitoring and the use of patient registries. The FDA also may condition approval on, among other things, changes to proposed labeling or the development of adequate controls and specifications. Once approved, the FDA may withdraw the product approval if compliance with pre- and post-marketing requirements is not maintained or if problems occur after the product reaches the marketplace. The FDA may require one or more Phase 4 post-market studies and surveillance to further assess and monitor the product's safety and effectiveness after commercialization and may limit further marketing of the product based on the results of these post-marketing studies.

Expedited Development and Review Programs

The FDA offers a number of expedited development and review programs for qualifying product candidates. The fast track program is intended to expedite or facilitate the process for reviewing new product candidates that meet certain criteria. Product candidates are eligible for fast track designation if they are intended to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. Fast track designation applies to the combination of the product candidate and the specific indication for which it is being studied. The sponsor of a fast track product candidate has opportunities for frequent interactions with the review team during product development. A fast track product candidate may also be eligible for rolling review, where the FDA may consider for review sections of the BLA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the BLA, the FDA agrees to accept sections of the BLA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the BLA.

A product candidate intended to treat a serious or life-threatening disease or condition may also be eligible for breakthrough therapy designation to expedite its development and review. A product candidate can receive breakthrough therapy designation if preliminary clinical evidence indicates that the product candidate may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. The designation includes all of the fast track program features, as well as more intensive FDA interaction and guidance beginning as early as Phase 1 and an organizational commitment to expedite the development and review of the product, including involvement of senior managers.

Any marketing application for a biologic submitted to the FDA for approval, including a product candidate with a fast track designation and/or breakthrough therapy designation, may be eligible for other types of FDA programs intended to expedite the FDA review and approval process, such as priority review and accelerated approval. A product is eligible for priority review if it has the potential to provide a significant improvement in the treatment, diagnosis or prevention of a serious disease or condition compared to marketed products. Sponsors may also obtain a priority review voucher upon approval of a BLA for certain qualifying diseases and conditions that can be applied to a subsequent BLA submission. Generally, priority review designation means the FDA's goal is to take action on the marketing application within six (6) months of the sixty (60) day filing date, compared with ten (10) months under standard review.

Additionally, product candidates studied for their safety and effectiveness in treating serious or life-threatening diseases or conditions may receive accelerated approval upon a determination that the product candidate has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments. As a condition of accelerated approval, the FDA will generally require the sponsor to perform adequate and well-controlled post-marketing clinical studies to verify and describe the anticipated effect on irreversible morbidity or mortality or other clinical benefit. Products receiving accelerated approval may be subject to expedited withdrawal procedures if the sponsor fails to conduct the required post-marketing studies or if such studies fail to verify the predicted clinical benefit. 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.

In 2017, the FDA established the new regenerative medicine advanced therapy (RMAT) designation as part of its implementation of the 21st Century Cures Act, which was signed into law in December 2016. To qualify for RMAT designation, the product candidate must meet the following criteria: (1) it qualifies as a RMAT, which is defined as a cell therapy, therapeutic tissue engineering product, human cell and tissue product, or any combination product using such therapies or products, with limited exceptions; (2) it is intended to treat, modify, reverse, or cure a serious or life-threatening disease or condition; and (3) preliminary clinical evidence indicates that the drug has the potential to address unmet medical needs for such a disease or condition. Like fast track and breakthrough therapy designation, RMAT designation provides potential benefits that include more frequent meetings with FDA to discuss the development plan for the product candidate and eligibility for rolling review and priority review. Products granted RMAT designation may also be eligible for accelerated approval on the basis of a surrogate or intermediate endpoint reasonably likely to predict long-term clinical benefit, or reliance upon data obtained from a meaningful number of sites, including through expansion to additional sites. Once approved, when appropriate, the FDA can permit fulfillment of post-approval requirements under accelerated approval through the submission of clinical evidence, clinical studies, patient registries, or other sources of real-world evidence such as electronic health records; through the collection of larger confirmatory datasets; or through post-approval monitoring of all patients treated with the therapy prior to approval.

Fast track designation, breakthrough therapy designation, priority review, accelerated approval, and RMAT designation do not change the standards for approval but may expedite the development or approval process. In addition, even if a product candidate qualifies for one or more of these programs, the FDA may later decide that it no longer meets the conditions for designation.

Orphan Drug Designation

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or biologic intended to treat a rare disease or condition, which is a disease or condition that affects fewer than 200,000 individuals in the United States, or if it affects more than 200,000 individuals in the United States, there is no reasonable expectation that the cost of developing and making available a drug or biologic for this type of disease or condition will be recovered from sales in the United States for that drug or biologic. Orphan drug designation must be requested before submitting a BLA. After the FDA grants orphan drug designation, the generic identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. The orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review or approval process.

If a product that has orphan drug designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, meaning there is no previously approved "same drug" for the same orphan condition, the product is entitled to orphan drug exclusivity, which means that the FDA may not approve any other applications, including a full BLA, to market the same

drug or biologic for the same orphan disease or indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity. Orphan drug exclusivity does not prevent FDA from approving a different drug or biologic for the same disease or condition, or the same drug or biologic for a different disease or condition. Among the other benefits of orphan drug designation are tax credits for certain research and a waiver of the BLA application fee.

A designated orphan drug may not receive orphan drug exclusivity that covers the full approved indication if it is approved for a use that is broader than the indication for which it received orphan designation. In addition, exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

Emergency Use Authorization

The Commissioner of the FDA, under delegated authority from the Secretary of Health and Human Services (HHS), may, under certain circumstances in connection with a declared public health emergency, allow for the marketing of a product that does not otherwise comply with FDA regulations by issuing an Emergency Use Authorization (EUA) for such product. Before an EUA may be issued by HHS, the Secretary must declare an emergency based on a determination that public health emergency exists that affects or has the significant potential to affect, national security, and that involves a specified biological, chemical, radiological, or nuclear agent or agents (CBRN), or a specified disease or condition that may be attributable to such CBRN. On February 4, 2020, the HHS Secretary determined that there is such a public health emergency that involves the virus now known as SARS-CoV-2, the virus that causes the COVID-19 infection. Once the determination of the threat or emergency has been made, the Secretary of HHS must then declare that an emergency exists justifying the issuance of EUAs for certain types of products (referred to as EUA declarations). On March 27, 2020, the Secretary of HHS declared, on the basis of his determination of a public health emergency that has the potential to affect national security or the health and security of U.S. citizens living abroad that involves SARS-CoV-2, that circumstances exist justifying authorization of drugs and biologics during the COVID-19 pandemic, subject to the terms of any EUA that is issued.

Once an EUA declaration has been issued, the FDA can issue EUAs for products that fall within the scope of that declaration. To issue an EUA, the FDA Commissioner must conclude that (1) the CBRN that is referred to in the EUA declaration can cause serious or life-threatening diseases or conditions; (2) based on the totality of scientific evidence available, it is reasonable to believe that the product may be effective in diagnosing, treating, or preventing the disease or condition attributable to the CBRN and that the product's known and potential benefits outweigh its known and potential risks; and (3) there is no adequate, approved, and available alternative to the product. Products subject to an EUA must still comply with the conditions of the EUA, including labeling and marketing requirements. Moreover, the authorization to market products under an EUA is limited to the period of time the EUA declaration is in effect, and the FDA can revoke an EUA in certain circumstances.

Post-Approval Requirements

Any products manufactured or distributed pursuant to FDA approvals are subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to record-keeping, reporting of adverse experiences and significant interruptions in manufacturing, periodic reporting, product sampling and distribution, and advertising and promotion of the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims, are subject to prior FDA review and approval. There also are continuing user fee requirements, under which FDA assesses an annual program fee for each product identified in an approved BLA. Biologic manufacturers and their subcontractors 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, which impose certain procedural and documentation requirements upon BLA sponsors and any third-party manufacturers. Changes to the manufacturing process are strictly regulated, and, depending on the significance of the change, may require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMP and other aspects of regulatory compliance.

The FDA may withdraw approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information; imposition of post-market studies or clinical studies to assess new safety risks; or imposition of distribution restrictions or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of a product, complete withdrawal of the product from the market or product recalls;

- fines, warning letters or holds on post-approval clinical studies;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of existing product approvals;
- product seizure or detention, or refusal of the FDA to permit the import or export of products; or
- injunctions or the imposition of civil or criminal penalties.

The FDA closely regulates the marketing, labeling, advertising and promotion of biologics. A company can make only those claims relating to safety and efficacy, purity and potency that are for uses of the product approved by the FDA, that are considered consistent with the approved label, and for which the company has appropriate substantiation, as applicable. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses or promotion that is otherwise false or misleading. Failure to comply with these requirements can result in, among other things, adverse publicity, warning letters, corrective advertising and potential civil and criminal penalties. Physicians may prescribe legally available products for uses that are not described in the product's labeling and that differ from those tested by us and approved by the FDA. Such off-label uses are common across medical specialties. Physicians may believe that such off-label uses are the best treatment for many patients in varied circumstances. The FDA does not regulate the behavior of physicians in their choice of treatments. The FDA does, however, restrict manufacturer's communications on the subject of off-label use of their products.

Biosimilars and Reference Product Exclusivity

The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively ACA) signed into law in 2010, includes a subtitle called the Biologics Price Competition and Innovation Act of 2009 (BPCIA) which created an abbreviated approval pathway for biological products that are biosimilar to or interchangeable with an FDA-approved reference biological product.

Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency, can be shown through analytical studies, animal studies, and a clinical study or studies. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be expected to produce the same clinical results as the reference product in any given patient and, for products that are administered to a patient more than once, the biologic and the reference biologic may be alternated or switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic.

Under the BPCIA, an application for a biosimilar product may not be submitted to the FDA until four (4) years following the date that the reference product was first licensed by the FDA. In addition, the FDA may not approve a biosimilar product until twelve (12) years from the date on which the reference product was first licensed. During this 12-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves an original BLA containing that applicant's own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity and potency of the competing product. The BPCIA also created certain exclusivity periods for biosimilars approved as interchangeable products. At this juncture, it is unclear whether products deemed "interchangeable" by the FDA will, in fact, be readily substituted by pharmacies, which are governed by state pharmacy law.

FDA Regulation of Companion Diagnostics

Our product candidates may require use of an in vitro diagnostic to identify appropriate patient populations. These diagnostics, often referred to as companion diagnostics, are regulated as medical devices. In the United States, the FDCA and its implementing regulations, and other federal and state statutes and regulations govern, among other things, medical device design and development, pre-clinical and clinical testing, premarket clearance or approval, registration and listing, manufacturing, labeling, storage, advertising and promotion, sales and distribution, export and import, and post-market surveillance. Unless an exemption applies, companion diagnostic tests require marketing clearance or approval from the FDA prior to commercial distribution. The two primary types of FDA marketing authorization applicable to a medical device are premarket notification, also called 510(k) clearance, and premarket approval (PMA).

If use of companion diagnostic is essential to safe and effective use of a biologic product, then the FDA generally will require approval or clearance of the diagnostic contemporaneously with the approval of the therapeutic product. On August 6, 2014, the FDA issued a final guidance document addressing the development and approval process for "In Vitro Companion Diagnostic Devices." According to the guidance, for novel candidates such as our product candidates, a companion diagnostic device and its corresponding drug or biologic candidate should be approved or cleared contemporaneously by FDA for the use indicated in the therapeutic product

labeling. The guidance also explains that a companion diagnostic device used to make treatment decisions in clinical trials of a drug generally will be considered an investigational device, unless it is employed for an intended use for which the device is already approved or cleared. If used to make critical treatment decisions, such as patient selection, the diagnostic device generally will be considered a significant risk device under the FDA's Investigational Device Exemption (IDE) regulations. Thus, the sponsor of the diagnostic device will be required to comply with the IDE regulations. According to the guidance, if a diagnostic device and a drug are to be studied together to support their respective approvals, both products can be studied in the same investigational study, if the study meets both the requirements of the IDE regulations and the IND regulations. The guidance provides that depending on the details of the study plan and subjects, a sponsor may seek to submit an IND alone, or both an IND and an IDE. In July 2016, the FDA issued a draft guidance document intended to further assist sponsors of therapeutic products and sponsors of in vitro companion diagnostic devices on issues related to co-development of these products.

The FDA generally requires companion diagnostics intended to select the patients who will respond to treatment to obtain approval of a PMA for that diagnostic contemporaneously with approval of the therapeutic. The review of these in vitro companion diagnostics in conjunction with the review of biologics involves coordination of review by the FDA's Center for Drug Evaluation and Research and by the FDA's Center for Devices and Radiological Health. The PMA process, including the gathering of clinical and pre-clinical data and the submission to and review by the FDA, can take several years or longer. It involves a rigorous premarket review during which the applicant must prepare and provide the FDA with reasonable assurance of the device's safety and effectiveness and information about the device and its components regarding, among other things, device design, manufacturing and labeling. PMA applications are also subject to an application fee. In addition, PMAs for certain devices must generally include the results from extensive pre-clinical and adequate and well-controlled clinical trials to establish the safety and effectiveness of the device for each indication for which FDA approval is sought. In particular, for a diagnostic, the applicant must demonstrate that the diagnostic produces reproducible results when the same sample is tested multiple times by multiple users at multiple laboratories. In addition, as part of the PMA review, the FDA will typically inspect the manufacturer's facilities for compliance with the Quality System Regulation, or QSR, which imposes elaborate testing, control, documentation and other quality assurance requirements.

If the FDA evaluations of both the PMA application and the manufacturing facilities are favorable, the FDA will either issue an approval letter or an approvable letter, which usually contains a number of conditions that must be met in order to secure the final approval of the PMA, such as changes in labeling, or specific additional information, such as submission of final labeling, in order to secure final approval of the PMA. If the FDA concludes that the applicable criteria have been met, the FDA will issue a PMA for the approved indications, which can be more limited than those originally sought by the applicant. The PMA can include post-approval conditions that the FDA believes necessary to ensure the safety and effectiveness of the device, including, among other things, restrictions on labeling, promotion, sale and distribution.

If the FDA's evaluation of the PMA or manufacturing facilities is not favorable, the FDA will deny approval of the PMA or issue a not approvable letter. A not approvable letter will outline the deficiencies in the application and, where practical, will identify what is necessary to make the PMA approvable. The FDA may also determine that additional clinical trials are necessary, in which case the PMA approval may be delayed for several months or years while the trials are conducted and then the data submitted in an amendment to the PMA. Once granted, PMA approval may be withdrawn by the FDA if compliance with post approval requirements, conditions of approval or other regulatory standards is not maintained or problems are identified following initial marketing. PMA approval is not guaranteed, and the FDA may ultimately respond to a PMA submission with a not approvable determination based on deficiencies in the application and require additional clinical trial or other data that may be expensive and time-consuming to generate and that can substantially delay approval.

After a device is placed on the market, it remains subject to significant regulatory requirements. Medical devices may be marketed only for the uses and indications for which they are cleared or approved. Device manufacturers must also establish registration and device listings with the FDA. A medical device manufacturer's manufacturing processes and those of its suppliers are required to comply with the applicable portions of the QSR, which cover the methods and documentation of the design, testing, production, processes, controls, quality assurance, labeling, packaging and shipping of medical devices. Domestic facility records and manufacturing processes are subject to periodic unscheduled inspections by the FDA. The FDA also may inspect foreign facilities that export products to the U.S.

Government Regulation Outside of the United States

In addition to regulations in the United States, we may be subject to a variety of regulations in other jurisdictions, including the European Union, governing, among other things, clinical trials, marketing authorizations, post-marketing authorization requirements and any commercial sales and distribution of our products. Because biologically sourced raw materials are subject to unique contamination risks, their use may be restricted in some countries.

Ethical, social and legal concerns about gene-editing technology, gene therapy, genetic testing and genetic research could result in additional regulations restricting or prohibiting the processes we may use. Whether or not we obtain FDA approval of 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. The requirements and process governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. Failure to comply with applicable foreign regulatory requirements may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Non-clinical studies and clinical trials

Similarly, to the United States, the various phases of non-clinical and clinical research in the European Union are subject to significant regulatory controls.

Non-clinical studies are performed to demonstrate the health or environmental safety of new chemical or biological substances. Non-clinical studies must be conducted in compliance with the principles of good laboratory practice, as set forth in European Union Directive 2004/10/EC. In particular, non-clinical studies, both *in vitro* and *in vivo*, must be planned, performed, monitored, recorded, reported and archived in accordance with the GLP principles, which define a set of rules and criteria for a quality system for the organizational process and the conditions for non-clinical studies. These GLP standards reflect the Organization for Economic Co-operation and Development requirements.

Clinical trials of medicinal products in the European Union must be conducted in accordance with EU and national regulations and the International Conference on Harmonization (ICH) guidelines on GCPs, as well as the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki. Additional GCP guidelines from the European Commission, focusing in particular on traceability, apply to clinical trials of advanced therapy medicinal products (ATMPs). If the sponsor of the clinical trial is not established within the European Union, it must appoint an EU entity to act as its legal representative. The sponsor must take out a clinical trial insurance policy, and in most EU member states, the sponsor is liable to provide ‘no fault’ compensation to any study subject injured in the clinical trial.

The regulatory landscape related to clinical trials in the EU has been subject to recent changes. The EU Clinical Trials Regulation (CTR), which was adopted in April 2014 and repeals the EU Clinical Trials Directive, became applicable on January 31, 2022. Unlike directives, the CTR is directly applicable in all EU member states without the need for member states to further implement it into national law. The CTR notably harmonizes the assessment and supervision processes for clinical trials throughout the European Union via a Clinical Trials Information System, which contains a centralized EU portal and database.

While the Clinical Trials Directive required a separate clinical trial application (CTA) to be submitted in each member state, to both the competent national health authority and an independent ethics committee, much like the FDA and IRB respectively, the CTR introduces a centralized process and only requires the submission of a single application to all member states concerned. The CTR allows sponsors to make a single submission to both the competent authority and an ethics committee in each member state, leading to a single decision per member state. The CTA must include, among other things, a copy of the trial protocol and an investigational medicinal product dossier containing information about the manufacture and quality of the medicinal product under investigation. The assessment procedure of the CTA has been harmonized as well, including a joint assessment by all member states concerned, and a separate assessment by each member state with respect to specific requirements related to its own territory, including ethics rules. Each member state’s decision is communicated to the sponsor via the centralized EU portal. Once the CTA is approved, clinical study development may proceed.

The CTR foresees a three-year transition period. The extent to which ongoing and new clinical trials will be governed by the CTR varies. For clinical trials whose CTA was made under the Clinical Trials Directive before January 31, 2022, the Clinical Trials Directive will continue to apply on a transitional basis for three years. Additionally, sponsors may still choose to submit a CTA under either the Clinical Trials Directive or the CTR until January 31, 2023 and, if authorized, those will be governed by the Clinical Trials Directive until January 31, 2025. By that date, all ongoing trials will become subject to the provisions of the CTR.

Medicines used in clinical trials must be manufactured in accordance with GMP. Other national and EU-wide regulatory requirements may also apply.

Marketing Authorization

In order to market our future product candidates in the European Union, and in many other foreign jurisdictions, we must obtain separate regulatory approvals. In the European Union, medicinal product candidates can only be commercialized after obtaining a marketing authorization (MA). To obtain regulatory approval of a product candidate (including an investigational biological product)

under EU regulatory systems, we must submit a marketing authorization application (MAA). The process for doing this depends, among other things, on the nature of the medicinal product. There are two types of MAAs:

- “Centralized MAAs” are issued by the European Commission through the centralized procedure, based on the opinion of the Committee for Medicinal Products for Human Use (CHMP) of the European Medicines Agency (EMA), and is valid throughout the European Union. It is compulsory for certain types of product candidates, such as (i) medicinal products derived from biotechnological processes, (ii) designated orphan medicinal products, (iii) ATMPs such as gene therapy, somatic cell-therapy or tissue-engineered medicines and (iv) medicinal products containing a new active substance indicated for the treatment of HIV/AIDS, cancer, neurodegenerative diseases, diabetes, autoimmune and other immune dysfunctions and viral diseases. The centralized procedure is optional for any other products containing new active substances not authorized in the European Union or for product candidates which constitute a significant therapeutic, scientific, or technical innovation or for which the granting of authorization would be in the interests of public health in the European Union.

The Committee for Advanced Therapies (CAT), is responsible in conjunction with the CHMP for the evaluation of ATMPs. The CAT is primarily responsible for the scientific evaluation of ATMPs and prepares a draft opinion on the quality, safety and efficacy of each ATMP for which an MAA is submitted. The CAT’s opinion is then taken into account by the CHMP when giving its final recommendation regarding the authorization of a product in view of the balance of benefits and risks identified. Although the CAT’s draft opinion is submitted to the CHMP for final approval, the CHMP may depart from the draft opinion, if it provides detailed scientific justification. The CHMP and CAT are also responsible for providing guidelines on ATMPs and have published numerous guidelines, including specific guidelines on gene therapies and cell therapies. These guidelines provide additional guidance on the factors that the EMA will consider in relation to the development and evaluation of ATMPs and include, among other things, the preclinical studies required to characterize ATMPs; the manufacturing and control information that should be submitted in a marketing authorization application; and post-approval measures required to monitor patients and evaluate the long term efficacy and potential adverse reactions of ATMPs.

- “National MAs” are issued by the competent authorities of the EU member states, only cover their respective territory, and are available for product candidates not falling within the mandatory scope of the centralized procedure. Where a product has already been authorized for marketing in an EU member state, this national MA can be recognized in another member state through the Mutual Recognition Procedure. If the product has not received a national MA in any member state at the time of application, it can be approved simultaneously in various member states through the decentralized procedure. Under the decentralized procedure an identical dossier is submitted to the competent authorities of each of the member states in which the MA is sought, one of which is selected by the applicant as the Reference member state.

Under the centralized procedure, the maximum timeframe for the evaluation of an MAA by the EMA is 210 days. In exceptional cases, the CHMP might perform an accelerated review of an MAA in no more than 150 days (not including clock stops). Innovative products that target an unmet medical need and are expected to be of major public health interest may be eligible for a number of expedited development and review programs, such as the Priority Medicines (PRIME), which provides incentives similar to the breakthrough therapy designation in the United States. In March 2016, the EMA launched a PRIME scheme as a voluntary scheme aimed at enhancing the EMA’s support for the development of medicines that target unmet medical needs. It is based on increased interaction and early dialogue with companies developing promising medicines, to optimize their product development plans and speed up their evaluation to help them reach patients earlier. Product developers that benefit from PRIME designation can expect to be eligible for accelerated assessment, but this is not guaranteed. Many benefits accrue to sponsors of product candidates with PRIME designation, including but not limited to, early and proactive regulatory dialogue with the EMA, frequent discussions on clinical trial designs and other development program elements, and accelerated MAA assessment once a dossier has been submitted. Importantly, a dedicated contact and rapporteur from the CHMP is appointed early in the PRIME scheme facilitating increased understanding of the product at EMA’s committee level. An initial meeting initiates these relationships and includes a team of multidisciplinary experts at the EMA to provide guidance on the overall development and regulatory strategies.

Moreover, in the European Union, a “conditional” MA may be granted in cases where all the required safety and efficacy data are not yet available. The conditional MA is subject to conditions to be fulfilled for generating the missing data or ensuring increased safety measures. It is valid for one year and has to be renewed annually until fulfillment of all the conditions. Once the pending studies are provided, it can become a “standard” MA. However, if the conditions are not fulfilled within the timeframe set by the EMA, the MA ceases to be renewed. Furthermore, MA may also be granted “under exceptional circumstances” when the applicant can show that it is unable to provide comprehensive data on the efficacy and safety under normal conditions of use even after the product has been authorized and subject to specific procedures being introduced. This may arise in particular when the intended indications are very rare and, in the present state of scientific knowledge, it is not possible to provide comprehensive information, or when generating data may be contrary to generally accepted ethical principles. This MA is close to the conditional MA as it is reserved to medicinal products to be approved for severe diseases or unmet medical needs and the applicant does not hold the complete data set legally required for the

grant of an MA. However, unlike the conditional MA, the applicant does not have to provide the missing data and will never have to. Although the MA “under exceptional circumstances” is granted definitively, the risk-benefit balance of the medicinal product is reviewed annually and the MA is withdrawn in case the risk-benefit ratio is no longer favorable.

MAAs have an initial duration of five years. After these five years, the authorization may be renewed for an unlimited period on the basis of a reevaluation of the risk-benefit balance.

Data and marketing exclusivity

The European Union also provides opportunities for market exclusivity. Upon receiving MA, reference products generally receive eight years of data exclusivity and an additional two years of market exclusivity. If granted, the data exclusivity period prevents generic or biosimilar applicants from relying on the pre-clinical and clinical trial data contained in the dossier of the reference product when applying for a generic or biosimilar MA in the European Union during a period of eight years from the date on which the reference product was first authorized in the European Union. The market exclusivity period prevents a successful generic or biosimilar applicant from commercializing its product in the European Union until 10 years have elapsed from the initial MA of the reference product in the European Union. The overall 10-year market exclusivity period can be extended to a maximum of eleven years if, during the first eight years of those 10 years, the MA holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are held to bring a significant clinical benefit in comparison with existing therapies. However, there is no guarantee that a product will be considered by the European Union’s regulatory authorities to be a new chemical entity, and products may not qualify for data exclusivity.

In the European Union, there is a special regime for biosimilars, or biological medicinal products that are similar to a reference medicinal product but that do not meet the definition of a generic medicinal product, for example, because of differences in raw materials or manufacturing processes. For such products, the results of appropriate preclinical or clinical trials must be provided, and guidelines from the EMA detail the type of quantity of supplementary data to be provided for different types of biological product. There are no such guidelines for complex biological products, such as gene or cell therapy medicinal products, and so it is unlikely that biosimilars of those products will currently be approved in the European Union. However, guidance from the EMA states that they will be considered in the future in light of the scientific knowledge and regulatory experience gained at the time.

Orphan Medicinal Products

The criteria for designating an “orphan medicinal product” in the European Union are similar in principle to those in the United States. A medicinal product can be designated as an orphan if its sponsor can establish that: (1) the product is intended for the diagnosis, prevention or treatment of a life threatening or chronically debilitating condition; (2) either (a) such condition affects not more than five in 10,000 persons in the European Union when the application is made, or (b) the product, without the benefits derived from the orphan status, would not generate sufficient return in the European Union to justify the necessary investment; and (3) there exists no satisfactory method of diagnosis, prevention or treatment of the condition in question that has been authorized for marketing in the European Union or, if such method exists, the product will be of significant benefit to those affected by that condition.

In the European Union, an application for designation as an orphan product can be made any time prior to the filing of the application for MA. Orphan drug designation entitles a party to incentives such fee reductions or fee waivers, protocol assistance, and access to the centralized procedure. Upon grant of an MA, orphan medicinal products are entitled to a ten-year period of market exclusivity for the approved therapeutic indication, which means that the regulatory authorities cannot accept another MAA, grant an MA, or accept an application to extend an MA for a similar product for the same indication for a period of ten years. The period of market exclusivity is extended by two years for orphan medicinal products that have also complied with an agreed pediatric investigation plan (PIP). No extension to any supplementary protection certificate can be granted on the basis of pediatric studies for orphan indications. Orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

The orphan exclusivity period may, however, be reduced to six years if, at the end of the fifth year, it is established that the product no longer meets the criteria for which it received orphan drug designation, including where it is shown that the product is sufficiently profitable not to justify maintenance of market exclusivity, or where the prevalence of the condition has increased above the threshold. Granting of an authorization for another similar orphan medicinal product where another product has market exclusivity can happen at any time if: (i) the second applicant can establish that its product, although similar to the authorized product, is safer, more effective or otherwise clinically superior, (ii) inability of the applicant to supply sufficient quantities of the orphan medicinal product or (iii) where the applicant consents to a second orphan medicinal product application. A company may voluntarily remove a product from the orphan register.

Pediatric Development

In the European Union, MAAs for new medicinal products have to include the results of trials conducted in the pediatric population, in compliance with a PIP agreed with the EMA's Pediatric Committee (PDCO). The PIP sets out the timing and measures proposed to generate data to support a pediatric indication of the drug for which an MA is being sought. The PDCO can grant a deferral of the obligation to implement some or all of the measures of the PIP until there are sufficient data to demonstrate the efficacy and safety of the product in adults. Further, the obligation to provide pediatric clinical trial data can be waived by the PDCO when these data are not needed or appropriate because the product is likely to be ineffective or unsafe in children, the disease or condition for which the product is intended occurs only in adult populations, or when the product does not represent a significant therapeutic benefit over existing treatments for pediatric patients. Once the MA is obtained in all member states and study results are included in the product information, even when negative, the product is eligible for a six-months supplementary protection certificate extension (if any is in effect at the time of approval) or, in the case of orphan pharmaceutical products, a two-year extension of the orphan market exclusivity is granted.

Post-Approval Requirements

Similar to the United States, both MA holders and manufacturers of medicinal products are subject to comprehensive regulatory oversight by the EMA, the European Commission and/or the competent regulatory authorities of the member states. The holder of an MA must establish and maintain a pharmacovigilance system and appoint an individual qualified person for pharmacovigilance who is responsible for oversight of that system. Key obligations include expedited reporting of suspected serious adverse reactions and submission of periodic safety update reports (PSURs).

All new MAAs must include a risk management plan (RMP) describing the risk management system that the company will put in place and documenting measures to prevent or minimize the risks associated with the product. The regulatory authorities may also impose specific obligations as a condition of the MA. Such risk-minimization measures or post-authorization obligations may include additional safety monitoring, more frequent submission of PSURs, or the conduct of additional clinical trials or post-authorization safety studies.

The advertising and promotion of medicinal products is also subject to laws concerning promotion of medicinal products, interactions with physicians, misleading and comparative advertising and unfair commercial practices. All advertising and promotional activities for the product must be consistent with the approved summary of product characteristics, and therefore all off-label promotion is prohibited. Direct-to-consumer advertising of prescription medicines is also prohibited in the European Union. Although general requirements for advertising and promotion of medicinal products are established under EU directives, the details are governed by regulations in each member state and can differ from one country to another.

The aforementioned EU rules are generally applicable in the European Economic Area (EEA), which consists of the 27 EU member states plus Norway, Liechtenstein and Iceland.

Failure to comply with EU and member state laws that apply to the conduct of clinical trials, manufacturing approval, MA of medicinal products and marketing of such products, both before and after grant of the MA, manufacturing of pharmaceutical products, statutory health insurance, bribery and anti-corruption or with other applicable regulatory requirements may result in administrative, civil or criminal penalties. These penalties could include delays or refusal to authorize the conduct of clinical trials, or to grant MA, product withdrawals and recalls, product seizures, suspension, withdrawal or variation of the MA, total or partial suspension of production, distribution, manufacturing or clinical trials, operating restrictions, injunctions, suspension of licenses, fines and criminal penalties.

Brexit and the Regulatory Framework in the United Kingdom

The United Kingdom left the European Union on January 31, 2020, following which existing EU medicinal product legislation continued to apply in the United Kingdom during the transition period under the terms of the EU-UK Withdrawal Agreement. The transition period, which ended on December 31, 2020, maintained access to the EU single market and to the global trade deals negotiated by the European Union on behalf of its members. The transition period provided time for the United Kingdom and European Union to negotiate a framework for partnership for the future, which was then crystallized in the Trade and Cooperation Agreement (TCA) and became effective on the January 1, 2021. The TCA includes specific provisions concerning pharmaceuticals, which include the mutual recognition of GMP inspections of manufacturing facilities for medicinal products and GMP documents issued, but does not foresee wholesale mutual recognition of UK and EU pharmaceutical regulations.

EU laws which have been transposed into UK law through secondary legislation continue to be applicable as "retained EU law". However, new legislation such as the EU CTR will not be applicable. The UK government has passed a new Medicines and Medical

Devices Act 2021, which introduces delegated powers in favor of the Secretary of State or an ‘appropriate authority’ to amend or supplement existing regulations in the area of medicinal products and medical devices. This allows new rules to be introduced in the future by way of secondary legislation, which aims to allow flexibility in addressing regulatory gaps and future changes in the fields of human medicines, clinical trials and medical devices.

As of January 1, 2021, the Medicines and Healthcare products Regulatory Agency (MHRA) is the UK’s standalone medicines and medical devices regulator. As a result of the Northern Ireland protocol, different rules will apply in Northern Ireland than in England, Wales, and Scotland (Great Britain); broadly, Northern Ireland will continue to follow the EU regulatory regime, but its national competent authority will remain the MHRA. The MHRA has published a guidance on how various aspects of the UK regulatory regime for medicines will operate in Great Britain and in Northern Ireland following the expiry of the Brexit transition period on December 31, 2020. The guidance includes clinical trials, importing, exporting, and pharmacovigilance and is relevant to any business involved in the research, development, or commercialization of medicines in the United Kingdom. The new guidance was given effect via the Human Medicines Regulations (Amendment etc.) (EU Exit) Regulations 2019 (Exit Regulations).

The MHRA has introduced changes to national licensing procedures, including procedures to prioritize access to new medicines that will benefit patients, including a 150-day assessment and a rolling review procedure. All existing EU MAs for centrally authorized products were automatically converted or grandfathered into UK MAs, effective in Great Britain (only), free of charge on January 1, 2021, unless the MA holder chooses to opt-out. In order to use the centralized procedure to obtain an MA that will be valid throughout the EEA, companies must be established in the EEA. Therefore, after Brexit, companies established in the United Kingdom can no longer use the EU centralized procedure and instead an EEA entity must hold any centralized MAs. In order to obtain a UK MA to commercialize products in the UK, an applicant must be established in the United Kingdom and must follow one of the UK national authorization procedures or one of the remaining post-Brexit international cooperation procedures to obtain an MA to commercialize products in the United Kingdom. The MHRA may rely on a decision taken by the European Commission on the approval of a new (centralized procedure) MA when determining an application for a Great Britain authorization or use the MHRA’s decentralized or mutual recognition procedures which enable MAs approved in EU member states (or Iceland, Liechtenstein, Norway) to be granted in Great Britain.

There will be no pre-MA orphan designation. Instead, the MHRA will review applications for orphan designation in parallel to the corresponding MA application. The criteria are essentially the same, but have been tailored for the market (i.e., the prevalence of the condition in Great Britain, rather than the European Union, must not be more than five in 10,000). Should an orphan designation be granted, the period of market exclusivity will be set from the date of first approval of the product in Great Britain.

Regulation of Companion Diagnostics

In the European Union, in vitro diagnostic medical devices (IVDs) are regulated by Directive 98/79/EC (the Directive) which regulates the placing on the market, the CE marking, the essential requirements, the conformity assessment procedures, the registration obligations for manufactures and devices as well as the vigilance procedure. In vitro diagnostic medical devices must comply with the requirements provided for in the Directive, and with further requirements implemented at national level (as the case may be).

The regulation of companion diagnostics will be subject to further requirements once the in-vitro diagnostic medical devices Regulation (No 2017/746) (EU IVDR) will become applicable on May 26, 2022. However, on October 14, 2021, the European Commission proposed a “progressive” roll-out of the EU IVDR to prevent disruption in the supply of IVDs. The European Parliament and Council voted to adopt the proposed regulation on December 15, 2021 and the regulation entered into force on January 2022. The EU IVDR will fully apply on May 26, 2022 but there will be a tiered system extending the grace period for many devices (depending on their risk classification) before they have to be fully compliant with the regulation.

The EU IVDR introduces a new classification system for companion diagnostics which are now specifically defined as diagnostic tests that support the safe and effective use of a specific medicinal product, by identifying patients that are suitable or unsuitable for treatment. Companion diagnostics will have to undergo a conformity assessment by a notified body. Before it can issue a CE certificate, the notified body must seek a scientific opinion from the EMA on the suitability of the companion diagnostic to the medicinal product concerned if the medicinal product falls exclusively within the scope of the centralized procedure for the authorization of medicines, or the medicinal product is already authorized through the centralized procedure, or an MAA for the medicinal product has been submitted through the centralized procedure. For other substances, the notified body can seek the opinion from a national competent authority or the EMA.

Other Healthcare Laws and Compliance Requirements

Pharmaceutical companies are subject to additional healthcare regulation and enforcement by the federal government and by authorities in the states and foreign jurisdictions in which they conduct their business, which may constrain the financial arrangements

and relationships through which we and our partners research, sell, market and distribute any products for which we obtain marketing approval. Such laws include, without limitation, state and federal anti-kickback, fraud and abuse, false claims, data privacy and security and transparency laws regarding drug pricing and payments and other transfer of value to physicians and other healthcare providers. If their operations are found to be in violation of any of such laws or any other governmental regulations that apply, they may be subject to penalties, including, without limitation, civil, criminal and administrative penalties, damages, fines, exclusion from government-funded healthcare programs, such as Medicare and Medicaid or similar programs in other countries or jurisdictions, integrity oversight and reporting obligations to resolve allegations of non-compliance, disgorgement, imprisonment, contractual damages, reputational harm, diminished profits and the curtailment or restructuring of our operations.

Data Privacy and Security Laws

Numerous state, federal and foreign laws, including consumer protection laws and regulations, govern the collection, dissemination, use, access to, confidentiality and security of personal information, including health-related information. In the United States, numerous federal and state laws and regulations, including data breach notification laws, health information privacy and security laws, including the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder (collectively HIPAA) and federal and state consumer protection laws and regulations (e.g., Section 5 of the FTC 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 partners. In addition, certain state and non-U.S. laws, such as the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA) and the EU General Data Protection Regulation, or GDPR, govern the privacy and security of personal data, including health-related data in certain circumstances, some of which are more stringent than HIPAA and many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties and private litigation. Privacy and security laws, regulations, and other obligations are constantly evolving, may conflict with each other to complicate compliance efforts, and can result in investigations, proceedings, or actions that lead to significant civil and/or criminal penalties and restrictions on data processing.

Coverage and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any pharmaceutical or biological product for which we obtain regulatory approval. Sales of any product depend, in part, on the extent to which such product will be covered by third-party payors, such as federal, state, and foreign government healthcare programs, commercial insurance and managed healthcare organizations, and the level of reimbursement for such product by third-party payors. Decisions regarding the extent of coverage and amount of reimbursement to be provided are made on a plan-by-plan basis. For products administered under the supervision of a physician, obtaining coverage and adequate reimbursement may be particularly difficult because of the higher prices often associated with such drugs. Additionally, separate reimbursement for the product itself or the treatment or procedure in which the product is used may not be available, which may impact physician utilization.

In addition, the U.S. government, state legislatures and foreign governments have continued implementing cost-containment programs, including price controls, restrictions on coverage and reimbursement and requirements for substitution of generic products. Third-party payors are increasingly challenging the prices charged for medical products and services, examining the medical necessity and reviewing the cost effectiveness of pharmaceutical or biological products, medical devices and medical services, in addition to questioning safety and efficacy. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit sales of any product. Decreases in third-party reimbursement for any product or a decision by a third-party payor not to cover a product could reduce physician usage and patient demand for the product. No regulatory authority has granted approval for a individualized cancer immunotherapy based on a vaccine approach, and there is no model for reimbursement of this type of product.

Healthcare Reform

The United States and some foreign jurisdictions are considering or have enacted a number of reform proposals to change the healthcare system. There is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by federal and state legislative initiatives, including those designed to limit the pricing, coverage, and reimbursement of pharmaceutical and biopharmaceutical products, especially under government-funded health care programs, and increased governmental control of drug pricing.

In March 2010, the ACA was signed into law, which substantially changed the way healthcare is financed by both governmental and private insurers in the United States, and significantly affected the pharmaceutical industry. The ACA contains a number of

provisions of particular import to the pharmaceutical and biotechnology industries, including, but not limited to, those governing enrollment in federal healthcare programs, a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected, and annual fees based on pharmaceutical companies' share of sales to federal health care programs. Since its enactment, there have been judicial, Congressional, and executive branch challenges to certain aspects of the ACA. On June 17, 2021, the U.S. Supreme Court dismissed the most recent judicial challenge to the ACA brought by several states without specifically ruling on the constitutionality of the ACA. Prior to the Supreme Court's decision, President Biden issued an executive order to initiate a special enrollment period for purposes of obtaining health insurance coverage through the ACA marketplace from February 15, 2021 through August 15, 2021. The executive order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA.

Other legislative changes have been proposed and adopted since the ACA was enacted, including aggregate reductions of Medicare payments to providers of 2% per fiscal year, which was temporarily suspended from May 1, 2020 through December 31, 2021, and reduced payments to several types of Medicare providers. Recently enacted legislation eliminates the statutory cap on the Medicaid drug rebate, currently set at 100% of a drug's average manufacturer price, beginning January 1, 2024.

Moreover, there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries, hearings and proposed and enacted federal legislation and rules, as well as Executive Orders, designed to, among other things, reduce or limit the prices of drugs and make them more affordable for patients, such as by tying the prices that Medicare reimburses for physician-administered drugs to the prices of drugs in other countries, reform the structure and financing of Medicare Part D pharmaceutical benefits, including through increasing manufacturer contributions to offset Medicare beneficiary costs, bring more transparency to drug pricing rationale and methodologies, enable the government to negotiate prices for drugs covered under Medicare, revise rules associated with the calculation of Medicaid Average Manufacturer Price and Best Price, including removing the current statutory 100% of Average Manufacturer Price per-unit cap on Medicaid rebate liability effective January 1, 2024, which may significantly affect the amount of rebates paid on prescription drugs under Medicaid, and facilitate the importation of certain lower-cost drugs from other countries. More recently, in July 2021, President Biden issued an executive order pertaining to drug pricing, which expressed support for legislation allowing direct negotiation in Medicare Part D and inflationary rebates, and directed various executive branch agencies to take actions to lower drug prices and promote generic competition. The executive order required the Secretary of Health and Human Services to develop a comprehensive plan for addressing drug prices. The plan was released on September 9, 2021, and it includes support for legislative and administrative actions that would improve affordability, access, competition, and foster scientific innovation. Congress is currently considering a number of bills relating to drug pricing, including bills that would impose rebate obligations for Medicare (and potentially other utilization) for price increases greater than the rate of inflation, require drug pricing negotiations in Medicare, redesign the Part D benefit to lower patient costs and overall spending, and introduce enhanced transparency measures into drug pricing. In particular, the Build Back Better Act introduces drug pricing reforms that would, among other things, allow the federal government to negotiate prices for some high-cost drugs covered under Medicare Parts B and D, introduce inflationary rebates on certain Medicare Part B and Medicare Part D drugs to support limits on drug price increases in Medicare and private insurance, redesign the structure of the Part D benefit, and require payment of rebates on covered outpatient drugs that are paid for by a state Children's Health Insurance Program. At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical 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.

Our Interactions with the FDA

EDGE Medical Device Development

In two separate FDA interactions, the FDA advised us that our machine-learning software will not be subject to medical device diagnostic regulations. In August 2016, the FDA's Center for Devices and Radiological Health, determined that the TSNA prediction software is a Non-Significant Risk (NSR), device, and that an IDE submission was not required to conduct clinical studies with our product candidate. In April 2017, the FDA's Center for Biologics Evaluation and Research (CBER) confirmed that medical device diagnostic regulations did not apply to our testing and processing of the patient-specific TSNA, and that quality requirements could be met through compliance with biologic cGMPs. Based on these interactions, we believe no additional device-related regulatory submissions (such as an investigational device exemption or pre-market approval application) or device development activities are required, and our TSNA prediction software procedure will be regulated as part of our cGMP manufacturing process.

GRANITE Development Program

Preclinical Safety

In a Pre-IND interaction with the FDA's CBER Office of Tissues and Advanced Therapies (OTAT) the FDA advised us that a single toxicological animal study with a representative vector could be able to support preclinical safety for purposes of IND submission. Subsequent to this discussion, we submitted proposed protocols for GLP toxicology and biodistribution studies for OTAT's review in connection with a Pre-IND meeting, and OTAT confirmed that a single GLP toxicology study could support IND submission. In this GLP toxicology study, we administered our ChAd and the samRNA vectors to Indian Rhesus macaques. The heterologous prime-boost immunotherapy approach when administered intramuscularly was well tolerated at the clinical maximal dose of each platform, with some animals presenting flu-like symptoms. Preclinical chemistry findings included a transient increase in select cytokines, which resolved rapidly.

Clinical Regulatory

In our GRANITE Pre-IND meeting with OTAT the FDA previewed Clinical Protocol GO-004 and confirmed that the overall design appeared reasonable, while providing comments on the study populations and dose determination which we incorporated into the Phase 1/2 protocol. OTAT also concurred with our dose limiting toxicity assessment criteria, but reserved comment on the starting dose and dose escalation pending the completion of planned preclinical studies. We intend to include these elements in the protocol, which we believe may permit a faster progression and fewer patients to reach the clinical protocol's combination cohort (Phase 1, Part C).

In our Type-C meeting with OTAT, the FDA reviewed the Phase 2/3 clinical study design for the planned study evaluating first-line maintenance in patients with MSS CRC, and discussed approaches for a registrational path. We believe we have aligned with the FDA to conduct a combined, yet regulatorily and statistically distinct Phase 2/3 clinical study. Molecular response is the primary endpoint for the phase 2 component of the trial, an exploratory efficacy endpoint in the FDA's view. We expect that preliminary Phase 2 data, including molecular response, RECIST radiologic response and Progression-Free Survival (utilizing iRECIST/iPFS as well as RECIST/PFS), together with available ctDNA data will be previewed with the FDA in a subsequent meeting. We expect that the MSS-CRC patient population will be defined with local testing to exclude MSI patients, with reference data characterizing the expected negligible contributory effect of PD-(L)1/ipilimumab in combination with GRANITE.

Regulatory Chemistry, Manufacturing & Controls

In a Type-C Facilities meeting with the FDA's CBER Division of Manufacturing and Product Quality (DMPQ) we obtained FDA feedback on our then-proposed design for the multi-use clinical manufacturing facility in Pleasanton, California. Importantly, the FDA concurred with our plan to build a facility designed to accommodate manufacture of multiple patient-specific lots in parallel within the same manufacturing suite, which we expect will provide a substantial increase in scalability within a smaller allocation of cleanrooms.

At our subsequent GRANITE Pre-IND meeting with OTAT, the FDA concurred with our proposed use of select rapid release testing methods in which we proposed replacing standard cell-culture based tests with faster polymerase chain reaction methods. As discussed with the FDA, we submitted qualification of these methods in our IND submission for GRANITE. The FDA also found our proposed stability program to be generally acceptable to support the then-proposed Phase 1 clinical study of GRANITE, where only one representative patient lot per year was placed on product stability during conduct of the clinical program.

In support of transitioning the GRANITE manufacturing process from external contract manufacturing organizations to Our Pleasanton manufacturing facility, an IND amendment was submitted to the FDA outlining the Chemistry, Manufacturing, and Controls documentation changes for the ChAd and samRNA product candidates. These revisions included a plasmid backbone change for the samRNA vector and a process improvement for the samRNA drug substance. These updates have been implemented and are currently being utilized in our Pleasanton manufacturing facility.

In our Type-C meeting with OTAT, the FDA clarified phase appropriate CMC requirements to support advancement into late clinical development. The FDA detailed qualification efforts for bioinformatics, manufacturing, and testing to be submitted prior to initiation of the Phase 2 and Phase 3 portions of the Phase 2/3 clinical study. These include providing bioinformatics documentation, qualification of critical analytical assays which include a robust potency assay, as well as materials to support manufacturing process improvements being implemented for GRT-C901 and GRT-R902. We expect that a comprehensive review of CMC will occur in a subsequent pre-Phase 3 meeting with the FDA.

GRANITE Regulatory Milestones

The FDA allowed IND for GRANITE to proceed in September 2018. In December 2018, the FDA granted fast track designation to GRANITE for the treatment of colorectal cancer.

SLATE Development Program

Preclinical Safety

In pre-IND communications with the FDA, following a justification of comparability of ChAd and samRNA products, we received feedback from the FDA noting that pre-clinical pharmacology, pharmacokinetic, and toxicology studies conducted in support of the GRANITE IND, could be used to support the initiation of the clinical study proposed under the SLATE IND. In follow-up correspondence, the FDA requested additional safety pharmacology information on the general anticipated immunogenicity and auto-reactivity elicited with each of the 20 neoantigens expressed in the SLATE cassette, as well as the impact of order and orientation of the neoantigens within the expression cassette.

Clinical Regulatory

In our SLATE Pre-IND communication with OTAT the FDA previewed Clinical Protocol NCT03953235, GO-005 and confirmed that the overall design appeared reasonable, but requested we add language to clarify our proposed dose escalation and stopping rules. The FDA had additional questions on our proposed Next Generation Sequencing method to screen patients for their HLA type and communicated that this novel method may be viewed as a companion diagnostic.

Regulatory Chemistry, Manufacturing & Controls

Much of the manufacturing process contained in SLATE was similar to that used in the GRANITE IND, therefore, the FDA's pre-IND feedback focused primarily on the quality of the reagents, drug product characterization and release, and ongoing stability requests. The FDA inquired on the status of certain research-grade reagents and reminded us of the need to progress to GMP grade materials in the manufacture drug product by the time of BLA approval and commercial licensure. In order to retain consistency in the manufactured drug product across SLATE batches, we were asked to amend the specification of certain release assays' criteria and continue the development of quantitative potency assays for the ChAd and samRNA products prior to approval, and we were asked to summarize our QC plan to prevent, detect, and correct deficiencies that may compromise product integrity or function, or that may lead to the possible transmission of adventitious infectious agents. Additionally, the FDA provided feedback on the proposed method for qualifying Gritstone's proposed accelerated adventitious agent release assay.

SLATE Regulatory Milestones

The FDA allowed our IND for SLATE to proceed in June 2019.

CORAL Development Program

A pre-IND interaction with the FDA was conducted to review the proposed clinical investigation of ChAd vectors encoding the SARS-CoV-2 and CD8+ T-cell epitope spike antigen sequences in normal healthy subjects. The FDA concluded that the overall manufacturing and release testing for the CORAL vaccines candidates, which is similar to the GRANITE/SLATE process, appeared acceptable and requested detail on the transfection process, grade of materials, and release tests be submitted in the IND. We also received feedback that pre-clinical pharmacokinetic, and toxicology studies conducted in support of the GRANITE IND could be used to support the safety information needed to initiate the SARS-CoV-2 clinical study, and that additional animal immune response pharmacodynamic data would be submitted within the IND. The FDA previewed the proposed clinical protocol, confirmed that the overall design appeared reasonable and requested we include language to clarify dose escalation, stopping rules and a sentinel arm. The FDA requested that we exclude those subjects who are being treated with COVID-19 investigational agents or who have a high risk of potential exposure to SARS-CoV-2.

CORAL Regulatory Milestones

In March 2021 the FDA acknowledged our biologics master file which provides CMC and non-clinical sections support of NIH's IND to study CORAL program candidates in previously vaccinated healthy volunteers.

In August 2021 the MHRA provided a notice of acceptance for our CTA to initiate a clinical study of certain CORAL program candidates to boost vaccinate healthy volunteers >60 years in the UK. Gritstone will continue to enroll subjects and expand the CORAL-BOOST program in the ongoing trial in the UK. Since study recruitment can be met within the UK, we currently do not plan to expand the CORAL-BOOST clinical trial into the US under our own IND.

In December 2021 the MHRA provided a notice of acceptance for our CTA to initiate a clinical study of certain CORAL program candidates in previously vaccinated B-cell deficient subjects in the UK.

South Africa's SAHPRA provided a notice of acceptance for our CTA to initiate a clinical study to test certain CORAL program candidates in COVID-19 naïve, convalescent, and HIV subjects in South Africa.

Financial Information About Segments

We manage our operations as a single reportable segment for the purposes of assessing performance and making operating decisions. See "Note 2. Summary of Significant Accounting Policies" in the notes to the consolidated financial statements included elsewhere in this Annual Report on Form 10-K.

Employees

As a mission-driven organization, we value and foster a culture of collaboration, discovery and passion, which is reflected in our hiring and retention strategies. We employ talented individuals who have the skills and expertise to meet the challenges of our mission, and we recognize that our employees are key to our success. Our human capital objectives include hiring goals set to provide us with necessary expertise, integrating new employees, and retaining, incentivizing and developing our existing employees.

As of December 31, 2021, we had 193 full-time employees, including a total of 53 employees with M.D. or Ph.D. degrees. Within our workforce, 86 employees are engaged in research and development, 68 in manufacturing and quality, and 39 are engaged in business development, finance, legal, human resources, facilities, information technology and general management and administration. None of our employees are represented by labor unions or covered by collective bargaining agreements. We consider our relationship with our employees to be good.

Corporate Information

We were founded in August 2015 as a Delaware corporation. In May 2021, we changed our name from Gritstone Oncology, Inc. to Gritstone bio, Inc. Our principal executive offices are located at 5959 Horton Street, Suite 300, Emeryville, California 94608, and our telephone number is (510) 871-6100. Our website address is www.gritstonebio.com. The information on, or that can be accessed through, our website is not part of this report and is not incorporated by reference herein. We have included our website address as an inactive textual reference only. We also use our website as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD.

We file electronically with the SEC our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K pursuant to Section 13(a) or 15(d) of the Exchange Act. We make available on our website at www.gritstonebio.com, free of charge, copies of these reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The public may read or copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street NE, Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The address of that website is www.sec.gov. The information in or accessible through the SEC and our website or social media sites does not constitute part of this Annual Report on Form 10-K or any other report or document we file with the SEC, and any references to our website and social media sites are intended to be inactive textual references only.

We use Gritstone bio, Inc.®, the Gritstone bio logo, and other marks as trademarks in the United States and other countries. This Annual Report on Form 10-K contains references to our trademarks and service marks and to those belonging to other entities. Solely for convenience, trademarks and trade names referred to in this Annual Report on Form 10-K, including logos, artwork and other visual displays, may appear without the ® or ™ symbols, but such references are not intended to indicate in any way that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other entities' trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by any other entity.

Item 1A. Risk Factors.

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this Annual Report, including our financial statements and the related notes and “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” before deciding whether to invest in our common stock. The occurrence of any of the events or developments described below could have a material adverse effect on our business, results of operations, financial condition, prospects and stock price. In such an event, the market price of our common stock could decline, and you may lose all or part of your investment. Many of the following risks and uncertainties are, and will be, exacerbated by the COVID-19 pandemic and any worsening of the global business and economic environment as a result. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations.

Summary of Principal Risks Associated with Our Business

- We are a biotechnology company with a limited operating history and no products approved for commercial sale. We have incurred significant losses since our inception, and we anticipate that we will continue to incur significant losses for the foreseeable future, which, together with our limited operating history, makes it difficult to assess our future viability;
- Clinical development involves a lengthy and expensive process with an uncertain outcome, and delays can occur for a variety of reasons outside of our control, including the ongoing COVID-19 pandemic and related clinical trial enrollment challenges;
- We will require substantial additional financing to achieve our goals, and a failure to obtain this necessary capital when needed on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development programs, commercialization efforts or other operations
- Our immunotherapy approach is based on novel ideas and technologies that are unproven and may not result in marketable products, which exposes us to unforeseen risks and makes it difficult for us to predict the time and cost of product development and potential for regulatory approval;
- Our business remains highly dependent on the successful development, regulatory approval and commercialization of our individualized immunotherapy product candidate, GRANITE, our “off-the-shelf” immunotherapy product candidate, SLATE, and CORAL, our second generation COVID-19 vaccine, all of which are in clinical trials;
- We may be unable to obtain regulatory approval for our product candidates under applicable regulatory requirements. The denial or delay of any such approval would delay commercialization of our product candidates and adversely impact our potential to generate revenue, our business and our results of operations;
- The COVID-19 pandemic, or any other pandemic, epidemic or outbreak of an infectious disease, may materially adversely affect our business and operations;
- We rely on third parties in the conduct of all of our preclinical studies and intend to rely on third parties in the conduct of all of our future clinical trials. If these third parties do not successfully carry out their contractual duties, fail to comply with applicable regulatory requirements, or fail to meet expected deadlines, we may be unable to obtain regulatory approval for our immunotherapy product candidates;
- We currently perform the majority of the manufacturing of our product candidates internally and rely on qualified third parties to supply some components of our product candidates. Our inability to manufacture sufficient quantities of GRANITE, SLATE, CORAL or any future product candidates, or the loss of our third-party suppliers, or our or their failure to comply with applicable regulatory requirements or to supply sufficient quantities at acceptable quality levels or prices, or at all, would materially adversely affect our business;
- We face significant competition in an environment of rapid technological and scientific change, and our failure to effectively compete may prevent us from achieving significant market penetration. Most of our competitors have significantly greater resources than we do, and we may not be able to successfully compete;

- Our success depends on our ability to protect our intellectual property and our proprietary technologies and to avoid infringing the rights of others; and
- Our stock price is volatile, and you may not be able to resell shares of our common stock at or above the price you paid.

Risks Related to Our Limited Operating History, Financial Condition and Capital Requirements

We are a biotechnology company with a limited operating history and no products approved for commercial sale. We have incurred significant losses since our inception, and we anticipate that we will continue to incur significant losses for the foreseeable future, which, together with our limited operating history, makes it difficult to assess our future viability.

Product development in the biotechnology industry is a highly speculative undertaking and involves a substantial degree of risk. We are a biotechnology company with a limited operating history upon which you can evaluate our business and prospects. We have no products approved for commercial sale, have not yet generated any revenue from product sales and have incurred losses in each year since our inception in August 2015. In addition, we have not yet demonstrated an ability to successfully overcome many of the risks and uncertainties frequently encountered by companies in new and rapidly evolving fields, particularly in the biotechnology industry.

We have had significant operating losses since our inception (for additional information, see “Liquidity” in Note 1 to our consolidated financial statements). 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. Our programs will require substantial additional development time and resources before we (or our collaboration partners) would be able to apply for or receive regulatory approvals and begin generating revenue from product sales. In addition, we incur substantial costs associated with operating as a public company. We also do not yet have a sales organization or commercial infrastructure and, accordingly, if our product candidates are approved, we will incur significant expenses to develop a sales organization or commercial infrastructure in advance of generating any commercial product sales. We expect to continue to incur losses for the foreseeable future, and we anticipate these losses will increase as we continue to develop our current and any future immunotherapy product candidates, conduct clinical trials and pursue research and development activities. Even if we achieve profitability at some point in the future, we may not be able to sustain profitability in subsequent periods. Our prior losses, combined with expected future losses, have had and will continue to have an adverse effect on our stockholders’ equity and working capital.

We will require substantial additional financing to achieve our goals, and a failure to obtain this necessary capital when needed on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development programs, commercialization efforts or other operations.

Since our inception, we have invested a significant portion of our efforts and financial resources in research and development activities for tumor-specific cancer immunotherapies and infectious disease programs in addition to establishing our in-house manufacturing capabilities. Preclinical studies and clinical trials and additional research and development activities will require substantial funds to complete. We believe that we will continue to expend substantial resources for the foreseeable future in connection with the development of our current and any other future immunotherapy product candidates we may choose to pursue, as well as the continued development of our manufacturing capabilities and other corporate uses. Specifically, in the near term, we expect to incur substantial expenses as we advance GRANITE, SLATE and CORAL through clinical development, seek regulatory approval, prepare for and, if approved, proceed to commercialization, continue our research and development efforts and invest in our manufacturing facility. These expenditures will include costs associated with conducting preclinical studies and clinical trials, obtaining regulatory approvals, and manufacturing and supply, as well as marketing and selling any products approved for sale. In addition, other unanticipated costs may arise. Because the outcome of any preclinical study or clinical trial is highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of GRANITE, SLATE, CORAL or any future immunotherapy product candidates.

We believe that our existing cash, cash equivalents and marketable securities will be sufficient to fund our planned operations for at least twelve (12) months. However, our operating plans and other demands on our capital resources may change as a result of many factors currently unknown to us, and we may need to seek additional funds sooner than planned, through public or private equity or debt financings or other sources, such as strategic collaborations. If we raise additional funds through licensing or collaboration arrangements with third parties, we may have to relinquish valuable rights to our product candidates or grant licenses on terms that are not favorable to us. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. Attempting to secure additional financing may divert our management from our day-to-day activities, which may adversely affect our ability to develop our product candidates. In addition, we cannot guarantee that future financing will be available in sufficient amounts or on terms acceptable to us, if at all.

Our future capital requirements depend on many factors, including:

- the scope, progress, results and costs of developing each of our product candidates, including conducting preclinical studies and clinical trials, either on our own or in collaboration with others;
- potential delays in our ongoing clinical trials as a result of the COVID-19 pandemic;
- the timing of, and the costs involved in, obtaining regulatory approvals for our product candidates;
- the number and characteristics of any additional product candidates we develop or acquire;
- the timing and amount of any milestone, royalty or other payments we are required to make pursuant to any current or future collaboration or license agreement;
- the cost of manufacturing our tumor-specific immunotherapies we successfully commercialize, including the cost of scaling up our internal manufacturing operations;
- the cost of building a sales force in anticipation of product commercialization;
- the cost of commercialization activities, including legal, compliance, marketing, sales and distribution costs;
- our ability to maintain existing, and establish new, strategic collaborations, licensing or other arrangements and the financial terms of any such agreements, including the timing and amount of any future milestone, royalty or other payments due under any such agreement;
- any product liability or other lawsuits related to our products;
- the expenses needed to attract, hire and retain skilled personnel;
- the costs associated with being a public company;
- the costs involved in preparing, filing, prosecuting, maintaining, defending and enforcing our intellectual property portfolio; and
- the timing, receipt and amount of sales of any future approved products, if any.

Additional funds may not be available when we need them, on terms that are acceptable to us, or at all. If adequate funds are not available to us on a timely basis, we may be required to:

- delay, limit, reduce or terminate preclinical studies, clinical trials or other research and development activities or eliminate one or more of our development programs altogether; or
- delay, limit, reduce or terminate our efforts to establish manufacturing and sales and marketing capabilities or other activities that may be necessary to commercialize our immunotherapy product candidates, or reduce our flexibility in developing or maintaining our sales and marketing strategy.

We also could be required to seek funds through arrangements with collaborators or others that may require us to relinquish rights or jointly own some aspects of our technologies or product candidates that we would otherwise pursue on our own. We may not realize revenue from sales of products or royalties from licensed products in the foreseeable future, and no such revenue will be realized unless and until a product candidate is clinically tested, approved for commercialization and successfully marketed. To date, we have

primarily financed our operations through the sale of equity securities. We will be required to seek additional funding in the future and currently intend to do so through collaborations, public or private equity offerings or debt financings, credit or loan facilities or a combination of one or more of these funding sources. Our ability to raise additional funds will depend on financial, economic and other factors, many of which are beyond our control. Additional funds may not be available to us on acceptable terms or at all. If we raise additional funds by issuing equity securities, our stockholders will suffer dilution and the terms of any financing may adversely affect the rights of our stockholders. In addition, as a condition to providing additional funds to us, future investors may demand, and may be granted, rights superior to those of existing stockholders. Debt financing, if available, is likely to involve restrictive covenants, repayment obligations, or other similar restrictions that may affect our business and limit our flexibility in conducting future business activities, and, in the event of insolvency, debt holders would be repaid before holders of our equity securities received any distribution of our corporate assets.

Our operating results may fluctuate significantly, which makes our future operating results difficult to predict and could cause our operating results to fall below expectations.

Our quarterly and annual operating results may fluctuate significantly, which makes it difficult for us to predict our future operating results. These fluctuations may occur due to a variety of factors, many of which are outside of our control and may be difficult to predict, including:

- the timing and cost of, and level of investment in, research, development and commercialization activities, which may change from time to time;
- the timing of receipt of approvals from regulatory authorities in the United States and internationally;
- the timing and status of enrollment for our clinical trials;
- the cost of manufacturing, as well as building out our supply chain, which may vary depending on the quantity of production, the cost of continuing to establish and scale up our internal manufacturing capabilities, and the terms of any agreements we enter into with third-party suppliers;
- timing and amount of any milestone, royalty or other payments due under any current or future collaboration or license agreement;
- coverage and reimbursement policies with respect to our immunotherapy product candidates, if approved, and potential future drugs that compete with our products;
- expenditures that we may incur to acquire, develop or commercialize additional products and technologies;
- the level of demand for our immunotherapy products, if approved, which may vary significantly over time;
- the extent to which the COVID-19 pandemic, as it continues to evolve, may impact our operations;
- the timing and success or failure of preclinical studies and clinical trials for our product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or partners; and
- future accounting pronouncements or changes in our accounting policies.

The cumulative effects of these factors could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. Investors should not rely on our past results as an indication of our future performance.

This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenue or operating results fall below the expectations of analysts or investors or below any forecasts

we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated revenue or earnings guidance we may provide.

Risks Related to Our Business

Our business is highly dependent on the successful development, regulatory approval and commercialization of our product candidates, primarily our individualized immunotherapy product candidate, GRANITE, and our “off-the-shelf” immunotherapy product candidate, SLATE, and CORAL, our second generation COVID-19 vaccine, all of which are in clinical trials.

We have no products approved for sale, and all three of our clinical programs are in Phase 1 or Phase 2 clinical trials. As such, we face significant clinical risk with our programs and our tumor and viral-specific immunotherapy approach generally. The success of our business, including our ability to finance our company and generate any revenue in the future, will primarily depend on the successful development, regulatory approval and commercialization of GRANITE, SLATE and CORAL, as well as other product candidates derived from our tumor-specific immunotherapy approach, which may never occur. In the future, we may also become dependent on other product candidates that we may develop or acquire; however, our product candidates based on our immunotherapy approach have only been tested in a small number of humans, and, given our early stage of development, it may be many years, if at all, before we have demonstrated the safety and efficacy, especially of an individualized immunotherapy treatment sufficient to warrant approval for commercialization.

We have not previously submitted a BLA to the FDA, or similar filing seeking regulatory approval to comparable foreign authorities, for any product candidate, and we cannot be certain that our product candidates will be successful in clinical trials or receive regulatory approval. Further, any product candidates may not receive regulatory approval even if they are successful in clinical trials. If we do not receive regulatory approvals for our product candidates, we may not be able to continue our operations. Even if we successfully obtain regulatory approvals to market a product candidate, our revenue will be dependent, in part, upon the size of the markets in the territories for which we gain regulatory approval and have commercial rights. If the markets or patient subsets that we are targeting are not as significant as we estimate, we may not generate significant revenues from sales of such products, if approved.

We plan to seek regulatory approval to commercialize our product candidates both in the United States and in selected foreign countries. While the scope of regulatory approval generally is similar in other countries, to obtain separate regulatory approval in other countries we must comply with numerous and varying regulatory requirements of such countries regarding safety and efficacy. Other countries also have their own regulations governing, among other things, clinical trials and commercial sales, as well as pricing and distribution of our product candidates, and we may be required to expend significant resources to obtain regulatory approval and to comply with ongoing regulations in these jurisdictions.

The clinical and commercial success of our current and any future product candidates will depend on several factors, including the following:

- our ability to raise any additional required capital on acceptable terms, or at all;
- timely completion of our preclinical studies and clinical trials, which may be significantly slower, or cost more, than we currently anticipate and will depend substantially upon the performance of third-party contractors;
- our ability to timely execute our ongoing clinical trials and enroll a sufficient number of patients on a timely basis to evaluate the potential of our product candidates in clinical development;
- whether we are required by the FDA or similar foreign regulatory agencies to conduct additional clinical trials or other studies beyond those planned to support approval of our product candidates;
- our ability to complete an IND, or similar foreign applications, enabling studies, and successfully submit an IND or similar foreign applications for future product candidates;
- acceptance of our proposed indications and primary endpoint assessments relating to the proposed indications of our product candidates by the FDA and similar foreign regulatory authorities;

- our ability to consistently manufacture on a timely basis our product candidates;
- our ability, and the ability of any third parties with whom we contract, to remain in good standing with regulatory agencies and develop, validate and maintain commercially viable manufacturing processes that are compliant with cGMPs or similar foreign requirements;
- our ability to demonstrate to the satisfaction of the FDA and similar foreign regulatory authorities the safety, efficacy and acceptable risk-benefit profile of our product candidates;
- the prevalence, duration and severity of potential side effects or other safety issues experienced with our product candidates or future approved products, if any;
- the timely receipt of necessary marketing approvals from the FDA and similar foreign regulatory authorities;
- achieving and maintaining, and, where applicable, ensuring that our third-party contractors achieve and maintain, compliance with our contractual obligations and with all regulatory requirements applicable to our current or any future product candidates or approved products, if any;
- the willingness of physicians, operators of hospitals and clinics and patients to utilize or adopt our individualized cancer immunotherapy approach;
- our ability to successfully develop a commercial strategy and thereafter commercialize GRANITE, SLATE, CORAL or any future product candidates (including our partnered HIV therapeutic vaccine) in the United States and internationally, if approved for marketing, sale and distribution in such countries and territories, whether alone or in collaboration with others;
- the availability of coverage and adequate reimbursement from managed care plans, private insurers, government payors (such as Medicare and Medicaid) and other third-party payors for any of our product candidates that may be approved;
- the convenience of our treatment or dosing regimen;
- acceptance by physicians, payors and patients of the benefits, safety and efficacy of our product candidates or any future product candidates, if approved, including relative to alternative and competing treatments;
- patient demand for our current or future product candidates, if approved;
- our ability to establish and enforce intellectual property rights in and to our product candidates; and
- our ability to avoid third-party patent interference, intellectual property challenges or intellectual property infringement claims.

These factors, many of which are beyond our control, could cause us to experience significant delays or an inability to obtain regulatory approvals or commercialize our current or future product candidates. Even if regulatory approvals are obtained, we may never be able to successfully commercialize any product candidates. Accordingly, we cannot provide assurances that we will be able to generate sufficient revenue through the sale of our product candidates or any future product candidates to continue our business or achieve profitability.

Clinical development involves a lengthy and expensive process with an uncertain outcome, and delays can occur for a variety of reasons outside of our control.

Clinical development is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. We may experience delays in enrolling or completing our clinical trials. Additionally, we cannot be certain that studies or trials for our product candidates will begin on time, not require redesign, enroll an adequate number

of subjects on time or be completed on schedule, if at all. Clinical trials can be delayed or terminated for a variety of reasons, including delays or failures related to:

- inability to generate sufficient preclinical, toxicology, or other in vivo or in vitro data to support the initiation or continuation of clinical trials;
- the FDA or comparable foreign regulatory authorities disagreeing as to the design or implementation of our clinical trials;
- delays in obtaining regulatory authorization to commence a trial;
- reaching agreement on acceptable terms with prospective contract research organizations, or CROs, and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- obtaining IRB, and, where required, IBC approval at each trial site;
- recruiting an adequate number of suitable patients to participate in a trial, particularly in light of the unpredictable impact of the COVID-19 pandemic on patient enrollment and clinical site closures;
- having subjects complete a trial or return for post-treatment follow-up;
- clinical sites deviating from trial protocol or dropping out of a trial;
- addressing subject safety concerns that arise during the course of a trial;
- adding a sufficient number of clinical trial sites;
- obtaining sufficient quantities of product candidates for use in preclinical studies or clinical trials from third-party suppliers; or
- accessing checkpoint inhibitors for use in combination with our product candidates in preclinical studies or clinical trials, including checkpoint inhibitors that have not been approved by the FDA for such use.

Despite encouraging signs of improvement in the COVID-19 pandemic, the emergence of new variants and/or waning of vaccine efficacy may increase the likelihood that we encounter challenges and delays in initiating, enrolling, conducting or completing our planned and ongoing clinical trials. We are also aware that several CROs based in the U.S. that provide preclinical services are experiencing heavy demand, which may impact their ability to start new studies and lead to delays in the commencement of our preclinical studies. In addition, several U.S.-based academic research organizations have also experienced shutdowns during the initial phase of the COVID-19 pandemic, and this may recur if there is a resurgence of SARS-CoV-2 variants. However, to date neither of these has caused any material impact on our business.

We may experience numerous adverse or unforeseen events during, or as a result of, preclinical studies and clinical trials that could delay or prevent our ability to receive marketing approval or commercialize our product candidates, including:

- we may receive feedback from regulatory authorities that requires us to modify the design of our clinical trials;
- we may be affected by safety concerns that have a class effect; for example, if a competitor reports negative results with respect to a compound similar to those we are developing, such setbacks could negatively impact our own product development;

- clinical trials of our product candidates may produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional clinical trials or abandon our development programs, including our individualized cancer immunotherapy program;
- the number of patients required for clinical trials of our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate, or participants may drop out of these clinical trials at a higher rate than we anticipate;
- we or our third-party contractors may fail to comply with regulatory requirements, fail to maintain adequate quality controls, or be unable to produce sufficient product supply to conduct and complete preclinical studies or clinical trials of our product candidates in a timely manner, or at all;
- we or our investigators might have to suspend or terminate clinical trials of our product candidates for various reasons, including noncompliance with regulatory requirements, a finding that our product candidates have undesirable side effects or other unexpected characteristics, or a finding that the participants are being exposed to unacceptable health risks;
- the cost of clinical trials of our product candidates may be greater than we anticipate;
- the quality of our product candidates or other materials necessary to conduct preclinical studies or clinical trials of our product candidates may be insufficient or inadequate;
- regulators may revise the requirements for approving our product candidates, or such requirements may not be as we anticipate; and
- future collaborators may conduct clinical trials in ways they view as advantageous to them but that are suboptimal for us.

If we are required to conduct additional clinical trials or other testing of our product candidates beyond those that we currently contemplate, if we are unable to successfully complete clinical trials of our product candidates or other testing, if the results of these trials or tests are not positive or are only moderately positive, or if there are safety concerns, we may:

- incur unplanned costs;
- be delayed in obtaining marketing approval for our product candidates or not obtain marketing approval at all;
- obtain marketing approval in some countries and not in others;
- obtain marketing approval for indications or patient populations that are not as broad as intended or desired;
- obtain marketing approval with labeling that includes significant use or distribution restrictions or safety warnings, including boxed warnings;
- be subject to additional post-marketing testing requirements, which could be expensive and time consuming; or
- have the treatment removed from the market after obtaining marketing approval.

We could also encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such trials are being conducted, by the Data Safety Monitoring Board (DSMB), for such trial or by the FDA or other regulatory authorities. Such authorities may suspend or terminate a clinical trial 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 product candidate, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial.

Further, conducting clinical trials in foreign countries, as we may do for certain of our product candidates, presents additional risks that may delay completion of our clinical trials. These risks include the failure of enrolled patients in foreign countries to adhere to clinical protocol as a result of differences in healthcare services or cultural customs, managing additional administrative burdens associated with foreign regulatory schemes, as well as political and economic risks relevant to such foreign countries.

Principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and may receive cash or equity compensation in connection with such services. If these relationships and any related compensation result in perceived or actual conflicts of interest, or a regulatory authority concludes that the financial relationship may have affected the interpretation of the trial, the integrity of the data generated at the applicable clinical trial site may be questioned and the utility of the clinical trial itself may be jeopardized, which could result in the delay or rejection of the marketing application we submit. Any such delay or rejection could prevent or delay us from commercializing our current or future product candidates.

If any of our preclinical studies or clinical trials of our product candidates are delayed or terminated, the commercial prospects of our product candidates may be harmed, and our ability to generate revenues from any of these product candidates will be delayed or not realized at all. In addition, any delays in completing our clinical trials may increase our costs, slow down our product candidate development and approval process and jeopardize our ability to commence product sales and generate revenues. Any of these occurrences may significantly harm our business, financial condition 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 product candidates. If our product candidates or our immunotherapy prediction platform generally prove to be ineffective, unsafe or commercially unviable, our entire platform and approach would have little, if any, value, which would have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, the FDA's and other regulatory authorities' policies with respect to clinical trials may change and additional government regulations may be enacted. For instance, the regulatory landscape related to clinical trials in the European Union recently evolved. The CTR, which was adopted in April 2014 and repeals the EU Clinical Trials Directive, became applicable on January 31, 2022. While the Clinical Trials Directive required a separate CTA to be submitted in each member state to both the competent national health authority and an independent ethics committee, the CTR introduces a centralized process and only requires the submission of a single application to all member states concerned. The CTR allows sponsors to make a single submission to both the competent authority and an ethics committee in each member state, leading to a single decision per member state. The assessment procedure of the CTA has been harmonized as well, including a joint assessment by all member states concerned, and a separate assessment by each member state with respect to specific requirements related to its own territory, including ethics rules. Each member state's decision is communicated to the sponsor via the centralized EU portal. Once the CTA is approved, clinical study development may proceed. The CTR foresees a three-year transition period. The extent to which ongoing and new clinical trials will be governed by the CTR varies. For clinical trials whose CTA was made under the Clinical Trials Directive before January 31, 2022, the Clinical Trials Directive will continue to apply on a transitional basis for three years. Additionally, sponsors may still choose to submit a CTA under either the Clinical Trials Directive or the CTR until January 31, 2023 and, if authorized, those will be governed by the Clinical Trials Directive until January 31, 2025. By that date, all ongoing trials will become subject to the provisions of the CTR. Compliance with the CTR requirements by us and our third-party service providers, such as CROs may impact our developments plans.

It is currently unclear to what extent the United Kingdom will seek to align its regulations with the European Union. The UK regulatory framework in relation to clinical trials is derived from existing EU legislation (as implemented into UK law, through secondary legislation). On January 17, 2022, the MHRA launched an eight-week consultation on reframing the UK legislation for clinical trials. The consultation closes on March 14, 2022 and aims to streamline clinical trials approvals, enable innovation, enhance clinical trials transparency, enable greater risk proportionality, and promote patient and public involvement in clinical trials. The outcome of the consultation will be closely watched and will determine whether the United Kingdom chooses to align with the regulation or diverge from it to maintain regulatory flexibility. A decision by the United Kingdom not to closely align its regulations with the new approach that will be adopted in the European Union may have an effect on the cost of conducting clinical trials in the United Kingdom as opposed to other countries and/or make it harder to seek a marketing authorization in the European Union for our product candidates on the basis of clinical trials conducted in the United Kingdom.

If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies governing clinical trials, our development plans may also be impacted.

Our tumor-specific cancer immunotherapy approach is based on novel ideas and technologies that are unproven and may not result in marketable products, which exposes us to unforeseen risks and makes it difficult for us to predict the time and cost of product development and potential for regulatory approval.

Regarding our tumor-specific cancer immunotherapies, our foundational science and product development approach are based on our ability to predict the presence of a patient's TSNA and develop a TSNA-directed therapy that will elicit a meaningful T cell response. We believe that this approach may offer an improved therapeutic effect by driving an intense, focused T cell attack selectively upon a patient's tumor. However, this approach to treating cancer is novel and the scientific research that forms the basis of our efforts to predict the presence of TSNA and to develop TSNA-directed cancer immunotherapy candidates is both preliminary and limited. The results of our preclinical animal studies may not translate into humans. For example, our prediction model may fail to accurately predict the presence of TSNA, resulting in little or no tumor-targeted T cell response, or our therapy may fail to elicit a significant or durable enough T cell response to effectively destroy a tumor. As such, we cannot assure you, even if we are able to develop individualized cancer immunotherapy candidates capable of recognizing TSNA and eliciting a T cell response, that such therapy would safely and effectively treat cancers. We may spend substantial funds attempting to develop this approach and never succeed in developing a marketable therapeutic.

No regulatory authority has granted approval for a cancer immunotherapy based on a heterologous prime-boost approach, which may increase the complexity, uncertainty and length of the regulatory approval process for our product candidates. We may never receive approval to market and commercialize any product candidate. Even if we obtain regulatory approval, the approval may be for targets, disease indications, lines of therapy 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 may be required to perform additional or unanticipated clinical trials to obtain approval or be subject to post-marketing testing requirements to maintain regulatory approval. If our personalized immunotherapy candidates prove to be ineffective, unsafe or commercially unviable, our entire technology platform and pipeline would have little, if any, value, which would have a material adverse effect on our business, financial condition, results of operations and prospects.

The regulatory approval process and clinical trial requirements for novel product candidates can be more expensive and take longer than for other, better known or more extensively studied product candidates, and we cannot predict how long it will take or how much it will cost to complete clinical developments and obtain regulatory approvals for a cell therapy product candidate in the United States or how long it will take to commercialize a product candidate, if and when approved. Regulatory requirements governing cell therapy products have changed frequently and may continue to change in the future. For example, the FDA established the Office of Tissues and Advanced Therapies within its Center for Biologics Evaluation and Research, or CBER, to consolidate the review of cell therapies and related products, and the Cellular, Tissue and Gene Therapies Advisory Committee to advise CBER on its review. These and other regulatory review agencies, committees and advisory groups and the requirements and guidelines they promulgate, may lengthen the regulatory review process, require us to perform additional preclinical studies or clinical trials, increase our development costs, lead to changes in regulatory positions and interpretations, delay or prevent approval and commercialization of these treatment candidates or lead to significant post-approval limitations or restrictions. Additionally, under the NIH Guidelines, supervision of human gene transfer trials includes evaluation and assessment by an IBC, a local institutional committee that reviews and oversees research utilizing recombinant or synthetic nucleic acid molecules at that institution. The IBC assesses the safety of the research and identifies any potential risk to public health or the environment, and such review may result in some delay before initiation of a clinical trial. While the NIH Guidelines are not mandatory unless the research in question is being conducted at or sponsored by institutions receiving NIH funding of recombinant or synthetic nucleic acid molecule research, many companies and other institutions not otherwise subject to the NIH Guidelines voluntarily follow them.

Even if our product candidates obtain required regulatory approvals, such approvals may later be withdrawn as a result of changes in regulations or the interpretation of regulations by applicable regulatory agencies. Additionally, adverse developments in clinical trials conducted by others of cell therapy products or products created using similar technology, or adverse public perception of the field of cell therapies editing, may cause the FDA and other regulatory bodies to revise the requirements for approval of any product candidates we may develop or limit the use of products utilizing technologies such as ours, either of which could materially harm our business. As we advance our product candidates, we will be required to consult with various regulatory authorities, and we must comply with applicable laws, rules and regulations, which may change from time to time, including during the course of development of our product candidates. If we fail to do so, we may be required to delay or discontinue the clinical development of certain of our product candidates. These additional processes may result in a review and approval process that is longer than we otherwise would have expected. Even if we comply with applicable laws, rules, and regulations, and even if we maintain close coordination with the applicable regulatory authorities with oversight over our product candidates, our development programs may fail to succeed. Delay or failure to obtain, or unexpected costs in obtaining, the regulatory approval necessary to bring a potential product to market would materially adversely affect our business, financial condition, results of operations and prospects.

Results of earlier studies and trials of our product candidates may not be predictive of future trial results.

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure or delay can occur at any time during the clinical trial process. Success in preclinical studies and early clinical trials does not ensure that later clinical trials will be successful. A number of companies in the biotechnology and pharmaceutical industries have suffered significant setbacks in clinical trials, even after positive results in earlier preclinical studies or clinical trials. These setbacks have been caused by, among other things, preclinical findings made while clinical trials were underway and safety or efficacy observations made in clinical trials, including previously unreported adverse events. Notwithstanding any potential promising results in earlier studies and trials, we cannot be certain that we will not face similar setbacks. Even if our clinical trials are completed, the results may not be sufficient to obtain regulatory approval for our product candidates. In addition, the results of our preclinical animal studies, including our non-human primate studies, may not be predictive of the results of outcomes in human clinical trials. For example, our tumor-specific cancer immunotherapy candidates and any future product candidates may demonstrate different chemical, biological and pharmacological properties in patients than they do in laboratory studies or may interact with human biological systems in unforeseen or harmful ways. Product candidates in later stages of clinical trials may fail to show the desired pharmacological properties or safety and efficacy traits despite having progressed through preclinical studies and initial clinical trials. Even if we are able to initiate and complete clinical trials, the results may not be sufficient to obtain regulatory approval for our product candidates.

The design of our clinical trials may provide encouraging albeit limited evidence of the efficacy of our individualized immunotherapy product candidate, GRANITE and the off-the-shelf immunotherapy candidate, SLATE, respectively.

Scientific principles and preclinical data suggest that combination treatment of cancer patients with our TSNA-directed immunotherapy product candidates plus checkpoint inhibitors is likely to be most effective for our target indications. The Phase 1 portion of both of our Phase 1/2 clinical trials, GO-004 (NCT03639714) and GO-005 (NCT03953235), consequently, involved administration of a combination therapy with GRANITE and SLATE, respectively. Notably, all patients in the Phase 1/2 trials received anti-PD-1 monoclonal antibodies (mAb) as background therapy. Some patients in both Phase 1 portions of our trials additionally received anti-CTLA-4 mAb. Checkpoint inhibitors such as anti-PD-1 and anti-CTLA-4 mAb are known to be effective treatments in many cancer patients and elicit objective responses in some patients. Any objective responses observed in our trials thus would have been in patients receiving our experimental therapy together with at least one checkpoint inhibitor, and attribution of objective responses to the effects of GRANITE or SLATE alone are not possible at this stage of our development program. Efficacy will be studied carefully in the respective GRANITE and SLATE Phase 2 cohorts, in which we will attempt to compare the relative contributions of our individualized and off-the-shelf immunotherapy candidates and the checkpoint inhibitors to historical data from patients treated with checkpoint inhibitors alone. Of note, patient eligibility for our clinical trials is determined based, in part, upon predicted immunogenicity of the patient's tumor. In particular, we only accept patients predicted to have a neoantigenic burden above a certain threshold. Selection of high-immunogenicity tumors is relevant to interpretation of clinical data, since high immunogenicity (which is related to high tumor mutational burden) may be a positive prognostic factor, which means our selected patients would have a clinical outcome upon standard therapy that is superior to unselected case controls. Conversely, we are also enriching our GRANITE Phase 2 cohorts with patients with intermediate mutational burden, such as MSS-CRC, who do not respond or poorly respond to checkpoint inhibitors. While clinical response in these patients when receiving our individualized vaccines in combination with checkpoint inhibitors would be encouraging, the absence of a randomized controlled cohort will make the interpretation of these results difficult. Overall, interpretation of "time-to-event" endpoints, such as progression-free survival or overall survival, is challenging without a contemporaneous, randomized control group. As a result, even if our respective Phase 1/2 clinical trials provide early, encouraging results, they may yield limited evidence of the efficacy of GRANITE or SLATE, which may not be fully understood by investors or market participants, potentially leading to negative effects on our stock price.

Our tumor-specific and infectious disease product candidates are biologics with complex and time-consuming manufacturing processes, and we may encounter difficulties in production, particularly with respect to process development or scaling-out of our manufacturing capabilities. If we or any of our third-party manufacturers encounter such difficulties, our ability to provide supply of our product candidates for clinical trials or our products for patients, if approved, could be delayed or stopped, or we may be unable to maintain a commercially viable cost structure.

Our immunotherapy product candidates, GRANITE, SLATE and CORAL, are considered to be biologics, and the manufacturing processes are complex, time-consuming, highly-regulated and subject to multiple risks. Our product candidates for SLATE and CORAL are designed using known genetic sequences available from public databases, while the manufacture of our product candidate GRANITE involves extraction of genetic material from patient tumor samples. GRANITE, SLATE and CORAL require genetic manipulations at the gene sequence level, live cell culture operations, specialized formulations and aseptic fill finish operations. As a result of these complexities, the cost to manufacture biologics in general, and our individualized immunotherapy GRANITE in particular, is generally higher than traditional small molecule chemical compounds, and the manufacturing process is less reliable and more difficult and time-consuming to reproduce. For example, the entire cGMP manufacturing process, from biopsy receipt and sequencing completion to the release and shipment of GRANITE to the clinical site for patient administration, will initially take

approximately 14-18 weeks. In addition, our manufacturing process for GRANITE, SLATE and CORAL are in their early stages of development and will be susceptible to product loss or failure, or product variation that may adversely impact patient outcomes. Our supply chain may not function efficiently due to logistical issues associated with but not limited to the collection of a tumor biopsy from the patient, shipping such material to the manufacturing site, sequencing the biopsy specimen, manufacturing the immunotherapy components, shipping the final immunotherapy back to the patient, and injecting the patient with the immunotherapy. Manufacturing issues or different product characteristics resulting from process development activities or even minor deviations during normal manufacturing processes could result in reduced production yields, product defects and other supply disruptions. If for any reason we lose a patient's biopsy or an in-process product at any point in the process, the manufacturing process for that patient will need to be restarted, and the resulting delay may adversely affect that patient's outcome. Because GRANITE is manufactured specifically for an individual patient, we will be required to maintain a chain of identity and chain of custody with respect to materials as they move from the patient to the manufacturing facility, through the manufacturing process, and back to the patient. Maintaining such a chain of identity and chain of custody is difficult and complex, and the failure to do so could result in adverse patient outcomes, loss of product or regulatory action, including withdrawal of our products from the market, if licensed.

As part of our process development efforts for GRANITE, SLATE and CORAL, we also may make changes to our manufacturing processes at various points during development, for various reasons, such as controlling costs, achieving scale, decreasing processing time, increasing manufacturing success rate, or other reasons. Such changes carry the risk that they will not achieve their intended objectives, and any of these changes could cause our product candidates to perform differently and affect the results of our ongoing clinical trials or future clinical trials. In some circumstances, changes in the manufacturing process may require us to perform ex vivo comparability studies and to collect additional data from patients prior to undertaking more advanced clinical trials. For instance, changes in our process during the course of clinical development may require us to show the comparability of the product used in earlier clinical phases or at earlier portions of a trial to the product used in later clinical phases or later portions of the trial.

Furthermore, if microbial, viral or other contaminations are discovered in our supply of our product candidates or in our manufacturing facilities, or those of our CMOs, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination. We cannot assure you that any such contaminations or stability failures or other issues relating to the manufacture of our product candidates will not occur in the future.

We may be unable to obtain regulatory approval for our product candidates under applicable regulatory requirements. The denial or delay of any such approval would delay or prevent commercialization of our product candidates and adversely impact our potential to generate revenue, our business and our results of operations.

To gain approval to market our product candidates, we must provide the FDA and foreign regulatory authorities with clinical data that adequately demonstrate the safety, purity, potency and efficacy of the product candidate for the intended indication applied for in the applicable regulatory filing. Product development is a long, expensive and uncertain process, and delay or failure can occur at any stage of any of our clinical development programs. A number of companies in the biotechnology and pharmaceutical industries have suffered significant setbacks in clinical trials, even after promising results in earlier preclinical or clinical trials. These setbacks have been caused by, among other things, preclinical findings made while clinical studies were underway and safety or efficacy observations made in clinical trials, including previously unreported adverse events. Success in preclinical testing and early clinical trials does not ensure that later clinical trials will be successful, and the results of clinical trials by other parties may not be indicative of the results in trials we may conduct.

We have not previously submitted a BLA or any other marketing application to the FDA or similar filings to comparable foreign regulatory authorities. A BLA or other similar regulatory filing requesting approval to market a product candidate must include extensive preclinical and clinical data and supporting information to establish that the product candidate is safe, effective, pure and potent for each desired indication. The BLA or other similar regulatory filing must also include significant information regarding the chemistry, manufacturing and controls for the product. FDA and foreign regulatory authorities may also conduct pre-license inspections of us and/or our CMOs to ensure the manufacture of a product candidate complies with applicable regulatory requirements, including cGMP or similar foreign requirements. Adverse inspection findings could result in the delay or non-approval of a BLA or other similar regulatory filing and require the implementation of costly corrective actions before potential approval can be granted.

The research, testing, manufacturing, labeling, approval, sale, marketing and distribution of biologic products are subject to extensive regulation by the FDA and other regulatory authorities in the United States and other countries, and such regulations differ from country to country. We are not permitted to market our product candidates in the United States or in any foreign countries until they receive the requisite approval from the applicable regulatory authorities of such jurisdictions.

The FDA or any foreign regulatory bodies can delay, limit or deny approval of our product candidates for many reasons, including:

- our inability to demonstrate to the satisfaction of the FDA or the applicable foreign regulatory body that any of our product candidates are safe, pure, potent and effective for the requested indication;
- the FDA's or the applicable foreign regulatory agency's disagreement with our trial protocols or the interpretation or reliability of data from preclinical studies or clinical trials;
- our inability to demonstrate that the clinical and other benefits of any of our product candidates outweigh any safety or other perceived risks;
- the FDA's or the applicable foreign regulatory agency's requirement for additional preclinical studies or clinical trials;
- the FDA's or the applicable foreign regulatory agency's non-approval of the formulation, labeling or specifications of GRANITE, SLATE, CORAL or any of our future product candidates;
- the FDA's or the applicable foreign regulatory agency's failure to approve our manufacturing processes and facilities or the facilities of third-party manufacturers upon which we rely; or
- the potential for approval policies or regulations of the FDA or the applicable foreign regulatory agencies to significantly change in a manner rendering our clinical data insufficient for approval. For example, the FDA launched Project Optimus as an initiative to reform the dose optimization and dose selection paradigm in oncology product development as FDA's view is that the current paradigm for dose selection results in doses and schedules of molecularly targeted therapies that are inadequately characterized before initiating registration/pivotal trials. Through collaboration with industry, academia, and other stakeholders, FDA's goal for this initiative is to advance an oncology dose-finding and dose optimization paradigm that emphasizes dose selections that maximize efficacy as well as safety and tolerability. In support of this initiative, FDA may request sponsors of oncology product candidates to conduct dose optimization studies pre- or post-approval.

Additionally, in part due to questions raised by the process underlying the approval of the Alzheimer's disease drug Aduhelm®, government authorities and other stakeholders have been recently scrutinizing the accelerated approval pathway, with some stakeholders advocating for reforms. Even prior to the Aduhelm approval, FDA has held Oncologic Drugs Advisory Committee meetings to discuss accelerated approvals for which confirmatory trials have not verified clinical benefit. Such scrutiny, among other factors, has resulted in voluntary withdrawals of certain products and indications approved on an accelerated basis. FDA also launched an initiative, known as Project Confirm, to promote the transparency of outcomes related to accelerated approvals for oncology indications. Moreover, spurred by the Aduhelm controversy, the U.S. Department of Health and Human Services Office of Inspector General has initiated an assessment of how the FDA implements the accelerated approval pathway. At this time, it is not clear what, if any, impact these developments may have on the statutory accelerated approval pathway or our business, financial condition, results of operations or prospects.

Of the large number of biopharmaceutical products in development, only a small percentage successfully complete the FDA or other regulatory bodies' approval processes and are commercialized.

Even if we eventually complete clinical testing and receive approval from the FDA or applicable foreign agencies for any of our product candidates, the FDA or the applicable foreign regulatory agency may grant approval contingent on the performance of costly additional clinical trials which may be required after approval. Failure to complete such post-marketing requirements in accordance with the timelines and conditions set forth by the FDA or the applicable foreign regulatory agency could significantly increase costs or delay, limit or ultimately restrict the commercialization of the product candidate. The FDA or the applicable foreign regulatory agency also may approve one or more of our product candidates for a more limited indication or a narrower patient population than we originally requested, and the FDA, or applicable foreign regulatory agency, may not approve our product candidates with the labeling that we believe is necessary or desirable for the successful commercialization of such product candidates.

Any delay in obtaining, or inability to obtain, applicable regulatory approval would delay or prevent commercialization of our product candidates and would materially adversely impact our business and prospects.

We have chosen to prioritize development of our individualized immunotherapy candidate, GRANITE, our off-the-shelf immunotherapy candidate, SLATE, and our second-generation COVID-19 vaccine program, CORAL. We may expend our limited resources on candidates or indications that do not yield a successful product and fail to capitalize on other product candidates or indications for which there may be a greater likelihood of success or that may be more profitable.

We initially developed our GRANITE individualized cancer immunotherapy candidates based on the prediction of a patient's TSNA, to address a variety of cancers, including NSCLC and gastro-esophageal, bladder and colorectal cancers. GRANITE is now being evaluated in the Phase 2 portion of the GO-004 trial (NCT03639714), which started enrolling patients in the third quarter of 2020 with an objective to identify interpretable signals of efficacy when combining our vaccine candidate with immune checkpoint inhibitors with a focus on tumor types that do not respond to immune checkpoint inhibitors (MSS-CRC), respond poorly (gastro-esophageal cancers) or have progressed after first-line therapy with immune checkpoint inhibitors (NSCLC). The clinical trial of SLATE, our off-the-shelf product candidate, is currently evaluating subjects with mutation positive and metastatic and advanced solid tumors, with a focus on NSCLC, who seem to derive the strongest benefit in terms of immune response as compared to patients with colorectal and pancreatic cancers. SLATE is now being evaluated in the Phase 2 portion of the GO-005 trial (NCT03953235), which is now focusing on patients with NSCLC and MSS-CRC. Based on findings in the earlier portion of the SLATE study, we have developed an improved KRAS-focused cassette to treat patients with KRAS-positive tumors, which entered the clinic in the third quarter of 2021. We may resume accrual of patients with pancreatic cancer once this updated version of the SLATE product candidate has shown benefits in terms of immunological and/or clinical response in patients with NSCLC or MSS-CRC. We have strategically determined to initially focus solely on the development of individualized cancer immunotherapy candidates (including our "off-the-shelf" immunotherapy candidate) rather than pursue other types of immunotherapies based, in part, on the significant resources required to develop and manufacture immunotherapies. As a result, we may initially be foregoing other potentially more profitable therapy indications or those with a greater likelihood of success.

We initiated the CORAL program in 2021, and since have advanced five clinical stage potential product candidates being studied across a variety of populations across four clinical studies and established partnerships and funding agreements to help support the trials. We are committed to seeing the current studies through completion and if successful and regulatory circumstances allow, would seek to execute a pivotal trial. If we are unable to obtain regulatory approval and/or funding for a pivotal trial within our CORAL program, our commercial opportunity and profitability may be limited. We are assessing options to fund a pivotal trial should it occur.

Our decisions concerning the allocation of research, development, collaboration, management and financial resources toward particular product candidates or therapeutic areas may not lead to the development of any viable commercial product and may divert resources away from better opportunities. Similarly, our potential decisions to delay, terminate or collaborate with third parties in respect of certain programs may subsequently also prove to be suboptimal and could cause us to miss valuable opportunities. If we make incorrect determinations regarding the viability or market potential of any of our programs or product candidates or misread trends in the oncology or biopharmaceutical industry, our business, financial condition and results of operations could be materially adversely affected. As a result, we may fail to capitalize on viable commercial products or profitable market opportunities, be required to forego or delay pursuit of opportunities with other product candidates or other diseases and disease pathways that may later prove to have greater commercial potential than those we choose to pursue, or relinquish valuable rights to such product candidates through collaboration, licensing or other royalty arrangements in cases in which it would have been advantageous for us to invest additional resources to retain development and commercialization rights.

If we are unable to obtain regulatory approval for use of our tumor-specific immunotherapy candidates, GRANITE and SLATE, as a first- and second-line therapy, our commercial opportunity and profitability may be limited.

Cancer therapies for advanced/metastatic cancers are sometimes characterized as first-line, second-line or third-line, and the FDA often approves new systemic therapies initially only for third-line use. When cancer is detected early enough, surgery plus first-line systemic therapy is sometimes adequate to cure the cancer. Whenever first-line therapy (usually chemotherapy, hormone therapy, radiotherapy, surgery or a combination of these) proves unsuccessful, second-line therapy may be administered. Second-line therapies often consist of more chemotherapy, radiation, antibody drugs, tumor-targeted small molecules or a combination of these. Third-line therapies can include bone marrow transplantation, antibody and small molecule targeted therapies and new technologies such as adoptive cell therapies.

Traditionally, novel oncology therapeutics are developed and approved in late (third) line therapy of cancer patients. Such clinical programs carry risk of failure because patients are often quite frail, with effects of multiple rounds of prior therapy weakening bone marrow, immune systems and general fitness. Immunotherapy, such as checkpoint inhibitors, has generally been shown to be more effective when used in earlier lines of therapy, with the prospect of very durable responses in some patients; and there is a trend towards earlier use of these agents, avoiding in particular cytotoxic chemotherapy agents, which carry substantial toxicity and very little prospect of long-term responses. Our tumor-specific immunotherapy clinical development program also aims to study our products in early stages of cancer treatment (referred to as adjuvant therapy), which carry a higher safety bar, and often a greater expectation of efficacy over

control arms. Such studies may thus be relatively large and slow to achieve maturity. There are new tools available to stratify cancer patients for risk of recurrence or progression, such as liquid biopsies that measure the amount of circulating tumor-derived DNA. We will utilize these tools to attempt to expedite clinical trials in early-stage cancer patients by focusing upon patients at above-average risk of disease recurrence or progression, which events are typical endpoints in clinical trials. The development of liquid biopsies is at an early stage, however, and these tools may prove to carry low utility and thus render early-stage cancer trials slow, necessarily large and expensive. The safety of our tumor-specific immunotherapy product candidates in combination with checkpoint inhibitors in early lines of therapy may also prove to be unacceptable.

We expect to seek approval of our tumor-specific immunotherapy product candidates as late-line therapy where appropriate, but also as a first-line therapy wherever possible, and potentially as adjuvant therapy. There is no guarantee that our product candidates, even if approved in late-line therapy, would be approved for second-line or first-line or adjuvant therapy. In addition, we may have to conduct additional clinical trials prior to gaining approval for first-line or adjuvant therapy.

While our SLATE product is designed to be readily available (off-the-shelf), GRANITE will initially take approximately 14-18 weeks post-sequencing to be manufactured and released for human use, and this long timeline demands that either patients are consented and entered into our trials when they start a prior line of therapy, and start our therapy upon disease progression, or we initiate treatment in patients who have entered the maintenance phase of their original line of treatment. For example, we might enroll newly diagnosed patients who are due to receive front-line chemotherapy and then start their therapy with our immunotherapy product candidate as second-line treatment when they progress upon front-line chemotherapy or fail to tolerate it. This carries the risk of time delays or drop-out – i.e., patients may not progress after first-line chemotherapy for a long time, or they may decide not to receive an immunotherapy product candidate we have manufactured for them, at our expense. Alternatively, we may treat first-line patients once they have completed their initial treatment and have not progressed (called maintenance therapy)—this renders efficacy harder to interpret versus simple treatment studies (any objective response cannot clearly be attributed to our products) and may be complicated by standard of care treatments, which may necessarily be continued alongside our immunotherapy candidates, further confounding interpretation of efficacy.

Our projections of both the number of people who have the cancers we are targeting, as well as the subset of people with these cancers in a position to receive first-, second- or third-line therapy and who have the potential to benefit from treatment with our product candidates, are based on our beliefs and estimates. These estimates have been derived from a variety of sources, including scientific literature, surveys of clinics, patient foundations, and market research, and may prove to be incorrect. Regulatory authorities also may establish narrower definitions around when a patient is ineligible for other treatments than we have used in our projections, and that would reduce the size of the patient population eligible for our product candidates. Further, new studies may change the estimated incidence or prevalence of these cancers. The number of patients may turn out to be lower than expected. Additionally, the potentially addressable patient population for our product candidates may be limited or may not be amenable to treatment with our product candidates. For instance, we anticipate that only a fraction of colorectal cancer patients will be predicted to have a high enough probability of TSNA presence to merit their inclusion into our program. Even if we obtain significant market share for our product candidates, because the potential target populations are small, we may never achieve profitability without obtaining regulatory approval for additional indications, including use as a first-line or second-line therapy.

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

The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the study until its conclusion. 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 patient eligibility criteria defined in the protocol;
- the size of the patient population required for analysis of the trial's primary endpoints;
- the proximity of patients to trial sites;
- the design of the trial;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience;

- clinical trial investigators' willingness to continue enrolling patients during the COVID-19 pandemic;
- clinicians' and patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new therapies that may be approved for the indications we are investigating; and
- our ability to obtain and maintain patient consents.

In addition, our clinical trials may 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. While the COVID-19 pandemic appears to be receding in the United States, there is an unquantifiable risk of emergence of variants or current vaccine escape that could impact and delay patient enrollment and generate challenges in monitoring patients once on study. We anticipate facing additional challenges if the COVID-19 pandemic worsens.

Further, the targeting of TSNA may result in unforeseen events, including harming healthy tissues in humans. As a result, it is possible that safety concerns could negatively affect patient enrollment among the patient populations that we intend to treat. 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.

Our product candidates may cause undesirable side effects or have other properties that could delay or prevent their regulatory approval, limit the commercial profile of an approved label, or result in significant negative consequences following marketing approval, if any.

As with most biological products, use of our product candidates could be associated with side effects or adverse events, which can vary in severity from minor reactions to death and in frequency from infrequent to prevalent. Undesirable side effects or unacceptable toxicities caused by our product candidates could cause us or 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 comparable foreign regulatory authorities. While we have now completed the Phase 1 portions, and we are in the Phase 2 portions, of our clinical trials of GRANITE and SLATE, we do not yet have a comprehensive understanding of their risks, and it is likely that there will be side effects associated with their use in increasing numbers of patients in Phase 2 and beyond. Results of our trials could reveal a high and unacceptable severity and prevalence of these or other side effects. Our other product candidates present similar risks, the severity of which is difficult to predict.

If unacceptable side effects arise in the development of our product candidates, we, the FDA, or comparable foreign regulatory authorities, the IRBs at the institutions in which our studies are conducted, or the DSMB could suspend or terminate our clinical trials or the FDA or comparable foreign regulatory authorities could order us to cease clinical trials or deny approval of our product candidates for any or all targeted indications. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete any of our clinical trials or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff. We expect to have to train medical personnel using our product candidates to understand the side effect profiles for our clinical trials and upon any commercialization of any of our product candidates. Inadequate training in recognizing or managing the potential side effects of our product candidates could result in patient injury or death. Any of these occurrences may harm our business, financial condition and prospects significantly.

In addition, even if we successfully advance one of our product candidates through clinical trials, such trials will likely only include a limited number of subjects and limited duration of exposure to our product candidates. As a result, we cannot be assured that adverse effects of our product candidates will not be uncovered when a significantly larger number of patients are exposed to the product candidate. Further, any clinical trials may not be sufficient to determine the effect and safety consequences of taking our product candidates over a multi-year period.

There have been several reported cases of severe thrombosis with thrombocytopenia occurring post-vaccination in individuals who received adenovirus-based vaccines for SARS-CoV-2, including those administered under EUA. This syndrome has been termed "vaccine-induced prothrombotic immune thrombocytopenia (VIPIT)" or "vaccine-induced immune thrombotic thrombocytopenia (VITT)" but is now termed "thrombosis with thrombocytopenia syndrome (TTS)" by the Centers for Disease Control and Prevention (CDC) and the FDA. The syndrome appears to be autoimmune in nature and is associated with autoantibodies to a specific platelet-associated antigen. To date, no patients receiving our adenoviral vaccine candidate against SARS-CoV-2, CORAL, have been known to develop TTS, nor have we observed it in our cancer programs where our adenoviral vaccines are used in conjunction with checkpoint inhibitors (e.g., anti-PD1 antibody), which themselves can be associated with autoimmune toxicities; but we cannot be certain that this or similar complications will not arise.

If any of our product candidates receives marketing approval and we or others later identify undesirable side effects caused by such products, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw their approval of the product;
- we may be required to recall a product or change the way such 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;
- regulatory authorities may require the addition of labeling statements, such as a “black box” warning or a contraindication;
- we may be required to implement a Risk Evaluation and Mitigation Strategy (REMS), or similar risk management measures, or 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.

Any of the foregoing events could prevent us from achieving or maintaining market acceptance of the particular product candidate, if approved, and result in the loss of significant revenues to us, which would materially adversely affect our results of operations and business. In addition, if one or more of our product candidates or our TSNA-directed immunotherapy approach generally prove to be unsafe, our entire technology platform and pipeline could be affected, which would have a material adverse effect on our business, financial condition, results of operations and prospects.

Even if one of our product candidates obtains regulatory approval, it may fail to achieve the broad degree of physician and patient adoption and use necessary for commercial success.

Even if one of our product candidates receives FDA or other regulatory approvals, the commercial success of any of our current or future product candidates will depend significantly on the broad adoption and use of the resulting product by physicians and patients for approved indications. The degree and rate of physician and patient adoption of our current or future product candidates, if approved, will depend on a number of factors, including:

- the clinical indications for which the product is approved and patient demand for approved products that treat those indications;
- the safety and efficacy of our product as compared to other available therapies;
- the time required for manufacture and release of our individualized immunotherapy products;
- the availability of coverage and adequate reimbursement from managed care plans, private insurers, government payors (such as Medicare and Medicaid) and other third-party payors for any of our product candidates that may be approved;
- acceptance by physicians, operators of hospitals and clinics and patients of the product as a safe and effective treatment;
- physician and patient willingness to adopt a new therapy over other available therapies for a particular indication;
- proper training and administration of our product candidates by physicians and medical staff;

- patient satisfaction with the results and administration of our product candidates and overall treatment experience, including, for example, the convenience of any dosing regimen;
- the cost of treatment with our product candidates in relation to alternative treatments and reimbursement levels, if any, and willingness to pay for the product, if approved, on the part of insurance companies and other third-party payers, physicians and patients;
- the prevalence and severity of side effects;
- limitations or warnings contained in the FDA or foreign regulatory authorities - approved labeling for our products;
- the willingness of physicians, operators of hospitals and clinics and patients to utilize or adopt our products as a solution;
- any FDA or foreign regulatory authorities' requirement for a REMS or similar risk management measures;
- the effectiveness of our sales, marketing and distribution efforts;
- adverse publicity about our products or favorable publicity about competitive products; and
- potential product liability claims.

We cannot assure you that our current or future product candidates, if approved, will achieve broad market acceptance among physicians and patients. Any failure by our product candidates that obtain regulatory approval to achieve market acceptance or commercial success would adversely affect our results of operations.

We currently perform the majority of the manufacturing of our product candidates internally and rely on qualified third parties to supply some components of our product candidates. Our inability to manufacture sufficient quantities of GRANITE, SLATE, CORAL or any future product candidates, or the loss of our third-party suppliers, or our or their failure to comply with applicable regulatory requirements or to supply sufficient quantities at acceptable quality levels or prices, or at all, would materially adversely affect our business.

Manufacturing is a vital component of our immunotherapy approach, and we have invested significantly in our manufacturing facility. To ensure timely and consistent product supply assurance to our patients we previously used a hybrid product supply approach whereby certain elements of our product candidates were manufactured internally at our manufacturing facilities in Pleasanton, California, and other elements were manufactured at qualified third-party contract manufacturing organizations (CMOs). All internal and third-party contract manufacturing is performed under cGMP or similar guidelines. We have internalized a majority of the manufacturing steps to optimize cost and production time, as well as establish full control over intellectual property and product quality. We will need to continue to scale up our manufacturing operations, as we continue to build the infrastructure and improve the capability internally to manufacture all supplies needed for our product candidates or the materials necessary to produce them for use in the conduct of our preclinical studies or clinical trials. We currently lack the internal resources and the capability to manufacture certain elements of our product candidates on a clinical scale. Accordingly, we have made, and will be required to continue to make, significant investments in our manufacturing facility and processing in the future, and our efforts to scale our manufacturing operations may not succeed.

Our facilities and the facilities used by our CMOs to manufacture our product candidates are subject to various regulatory requirements and may be subject to the inspection of the FDA or other regulatory authorities. We do not control the manufacturing process at our CMOs and are completely dependent on them for compliance with current regulatory requirements. If we or our CMOs cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or comparable regulatory authorities in foreign jurisdictions, we may not be able to rely on our or their manufacturing facilities for the manufacture of elements of our product candidates. In addition, we have limited control over the ability of our CMOs to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or a comparable foreign regulatory authority finds our facilities or those of our CMOs inadequate for the manufacture of our product candidates, or if such facilities are subject to enforcement

action in the future or are otherwise inadequate, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market our product candidates.

Additionally, even if one of our vaccine candidates receives regulatory approval, successful commercialization depends on our ability to effectively scale up our in-house manufacturing capabilities and those of our manufacturing partners and contractors. Although we have a dedicated manufacturing facility in Pleasanton, we do not have sufficient manufacturing infrastructure to support a global roll-out of our product candidates on our own. We may not be able to timely and effectively produce our vaccine candidates, if approved, in adequate quantities to address global demand. We have not previously had a commercial launch of any vaccine product and doing so in a pandemic environment with an urgent, critical global need creates additional challenges. We cannot guarantee that any of these new challenges and requirements will be met in a timely manner or at all.

Finally, we and our CMOs may experience manufacturing and raw material sourcing difficulties due to resource constraints, as a result of labor disputes or unstable political environments, or due to the impact of the COVID-19 pandemic. If we or our CMOs were to encounter any of these difficulties, our ability to provide our product candidates to patients in clinical trials, or to provide product for the treatment of patients once approved, would be jeopardized.

We depend on third-party suppliers for key materials used in our manufacturing processes, and the loss of these third-party suppliers or their inability to supply us with adequate materials could harm our business.

We rely on third-party suppliers for certain materials required for the production of our individualized immunotherapy candidate. Our dependence on these third-party suppliers and the challenges we may face in obtaining adequate supplies of materials involve several risks, including limited control over pricing, availability, quality and delivery schedules. As a small company, our negotiation leverage is limited, and we are likely to get lower priority than our larger competitors. We cannot be certain that our suppliers will continue to provide us with the quantities of these raw materials that we require or satisfy our anticipated specifications and quality requirements, particularly if the COVID-19 pandemic worsens. Any supply interruption in limited or sole sourced raw materials could materially harm our ability to manufacture our product candidates until a new source of supply, if any, could be identified and qualified. We may be unable to find a sufficient alternative supply channel in a reasonable time or on commercially reasonable terms. Any performance failure on the part of our suppliers could delay the development and potential commercialization of our product candidates, including limiting supplies necessary for clinical trials and regulatory approvals, which would have a material adverse effect on our business.

We rely on third parties in the conduct of all of our preclinical studies and intend to rely on third parties in the conduct of all of our future clinical trials. If these third parties do not successfully carry out their contractual duties, fail to comply with applicable regulatory requirements or fail to meet expected deadlines, we may be unable to obtain regulatory approval for our product candidates.

We currently do not have the ability to independently conduct preclinical studies that comply with GLP regulatory requirements. We also do not currently have the ability to independently conduct any clinical trials. The FDA and regulatory authorities in other jurisdictions require us to comply with regulations and standards, commonly referred to as GCP requirements for conducting, monitoring, recording and reporting the results of clinical trials, in order to ensure that the data and results are scientifically credible and accurate and that the trial subjects are adequately informed of the potential risks of participating in clinical trials. We rely on medical institutions, clinical investigators, contract laboratories and other third parties, such as CROs, to conduct GLP-compliant preclinical studies and GCP-compliant clinical trials on our product candidates properly and on time. While we have agreements governing their activities, we control only certain aspects of their activities and have limited influence over their actual performance. The third parties with whom we contract for execution of our GLP-compliant preclinical studies and our GCP-compliant clinical trials play a significant role in the conduct of these studies and trials and the subsequent collection and analysis of data. These third parties are not our employees and, except for restrictions imposed by our contracts with such third parties, we have limited ability to control the amount or timing of resources that they devote to our programs. Although we rely on these third parties to conduct our GLP-compliant preclinical studies and GCP-compliant clinical trials, we remain responsible for ensuring that each of our preclinical studies and clinical trials is conducted in accordance with its investigational plan and protocol and applicable laws and regulations, and our reliance on the CROs does not relieve us of our regulatory responsibilities.

Many of the third parties with whom we contract may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other drug development activities that could harm our competitive position. Further, under certain circumstances, these third parties may terminate their agreements with us upon as little as 10 days' prior written notice. Some of these agreements may also be terminated with immediate effect by such third parties under certain other circumstances, including our insolvency. If the third parties conducting our preclinical studies or our clinical trials do not adequately perform their contractual duties or obligations, experience significant business challenges, disruptions or failures, do not meet expected deadlines, terminate their agreements with us or need to be replaced, or if the quality or accuracy of the data they obtain is compromised

due to their failure to adhere to our protocols or to GLPs/GCPs, or for any other reason, we may need to enter into new arrangements with alternative third parties. This could be difficult, costly or impossible, and our preclinical studies or clinical trials may need to be extended, delayed, terminated or repeated. As a result, we may not be able to obtain regulatory approval in a timely fashion, or at all, for the applicable product candidate, our financial results and the commercial prospects for our product candidates could be harmed, our costs could increase, and our ability to generate revenues could be delayed.

Disruptions at the FDA and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified products from being developed, approved or commercialized in a timely manner or at all, which could negatively impact our business.

The ability of the FDA or foreign regulatory authorities to review and approve new products can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory and policy changes, the FDA's or foreign regulatory authorities' ability to hire and retain key personnel and accept the payment of user fees, and other events that may otherwise affect the FDA's or foreign regulatory authorities' ability to perform routine functions. Average review times at the FDA and foreign regulatory authorities have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for new biologics or modifications to approved biologics to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, the U.S. government has shut down several times, and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

Separately, in response to the COVID-19 pandemic, in March, 2020, the FDA announced its intention to postpone most inspections of foreign manufacturing facilities, and on March 18, 2020, the FDA temporarily postponed routine surveillance inspections of domestic manufacturing facilities. Subsequently, in July, 2020, the FDA resumed certain on-site inspections of domestic manufacturing facilities subject to a risk-based prioritization system. The FDA utilized this risk-based assessment system to assist in determining when and where it was safest to conduct prioritized domestic inspections. Additionally, on April 15, 2021, the FDA issued a guidance document in which the FDA described its plan to conduct voluntary remote interactive evaluations of certain drug manufacturing facilities and clinical research sites, among other facilities. According to the guidance, the FDA may request such remote interactive evaluations where the FDA determines that remote evaluation would be appropriate based on mission needs and travel limitations. In May 2021, the FDA outlined a detailed plan to move toward a more consistent state of inspectional operations, and in July 2021, the FDA resumed standard inspectional operations of domestic facilities and was continuing to maintain this level of operation as of September 2021. More recently, the FDA has continued to monitor and implement changes to its inspectional activities to ensure the safety of its employees and those of the firms it regulates as it adapts to the evolving COVID-19 pandemic. Regulatory authorities outside the United States have adopted similar restrictions or other policy measures in response to the COVID-19 pandemic. If a prolonged government shutdown occurs, or 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 a material adverse effect on our business.

We face significant competition in an environment of rapid technological and scientific change, and our failure to effectively compete may prevent us from achieving significant market penetration. Most of our competitors have significantly greater resources than we do, and we may not be able to successfully compete.

The biotechnology and pharmaceutical industries in particular are characterized by rapidly advancing technologies, intense competition and a strong emphasis on developing proprietary therapeutics. We compete with a variety of multinational biopharmaceutical companies and specialized biotechnology companies, as well as technology being developed at universities and other research institutions. Our competitors have developed, are developing or will develop product candidates and processes competitive with our product candidates. Competitive therapeutic treatments include those that have already been approved and accepted by the medical community and any new treatments that enter the market. We believe that a significant number of product candidates are currently under development, and may become commercially available in the future, for the treatment of diseases and other conditions for which we may try to develop product candidates. There is intense and rapidly evolving competition in the biotechnology, biopharmaceutical and antibody and immunoregulatory therapeutics fields. We believe that, while our discovery platform, its associated intellectual property and our scientific and technical know-how give us a competitive advantage in this space, competition from many sources remains. Our competitors include larger and better funded biopharmaceutical, biotechnological and therapeutics companies. Moreover, we also compete with current and future therapeutics developed at universities and other research institutions.

Our success will partially depend on our ability to develop and protect therapeutics 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 therapeutics we develop.

For example, if either GRANITE or SLATE is approved, it will compete with a range of therapeutic treatments that are either in development or currently marketed. Indeed, a variety of oncology drugs and therapeutic biologics are on the market or in clinical development. Such marketed therapies range from immune checkpoint inhibitors such as Bristol-Myers Squibb Company's OPDIVO and YERVOY, Merck & Co., Inc.'s KEYTRUDA and Genentech, Inc.'s TECENTRIQ, and T cell engager immunotherapies such as Amgen, Inc.'s BLINCYTO. The most common therapeutic treatments for common solid tumors are chemotherapeutic compounds, radiation therapy, targeted therapies and now immunotherapies. In addition, numerous compounds are in clinical development for cancer treatment. The clinical development pipeline for cancer includes small molecules, antibodies and immunotherapies from a variety of groups, including in the neoantigen space, the bispecific antibody space and engineered cell therapy and T cell receptor (TCR) space. Many of these companies are well-capitalized and, in contrast to us, have significant clinical experience.

Additionally, we may be unable to produce a successful second-generation COVID-19 CORAL vaccine candidate, and establish a competitive market share for such CORAL vaccine candidate before the COVID-19 outbreak is contained or significantly diminished. A large number of vaccine manufacturers, academic institutions and other organizations have developed COVID-19 vaccines or are developing COVID-19 vaccine candidates. In particular, Moderna and Pfizer/BioNTech received full approval for their COVID-19 vaccines in the U.S. and other countries, Johnson & Johnson received the emergency use authorizations and many other companies, including Novavax, Sinovac Biotech, AstraZeneca, Sinopharm, and Inovio are in various stages of developing and obtaining marketing authorization for COVID-19 vaccine candidates. Furthermore, COVID-19 vaccines approved prior to our CORAL vaccine may develop broad market acceptance that we are challenged to overcome.

Despite funding provided to us to date, 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 and the extent to which patients accept relatively new routes of administration, 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. If any competitors are successful in producing more efficacious products or if any competitors are able to manufacture and distribute competitive products with greater efficiency there may be a diversion of potential governmental and other funding away from us and toward such other parties. Competitive products may make any products we develop obsolete or noncompetitive before we recover the expense of developing and commercializing our product candidates. Such competitors could also recruit our employees, which could negatively impact our level of expertise and our ability to execute our business plan.

The successful commercialization of our product candidates will depend in part on the extent to which governmental authorities, private health insurers, and other third-party payors provide coverage, adequate reimbursement levels and implement pricing policies favorable for our product candidates. Failure to obtain or maintain coverage and adequate reimbursement for our product candidates, if approved, could limit our ability to market those products and decrease our ability to generate revenue.

The availability of coverage and adequacy of reimbursement by managed care plans, governmental healthcare programs, such as Medicare and Medicaid, private health insurers and other third-party payors are essential for most patients to be able to afford medical services and pharmaceutical products such as our product candidates that receive FDA approval. Our ability to achieve acceptable levels of coverage and reimbursement for our products or procedures using our products by third-party payors will have an effect on our ability to successfully commercialize our product candidates. Obtaining coverage and adequate reimbursement for our products may be particularly difficult because of the higher prices often associated with drugs administered under the supervision of a physician. Separate reimbursement for the product itself or the treatment or procedure in which our product is used may not be available. A decision by a third-party payor not to cover or separately reimburse for our products, or procedures using our products, could reduce physician utilization of our products once approved. Assuming there is coverage for our product candidates, or procedures using our product candidates, by a third-party payor, the resulting reimbursement payment rates may not be adequate or may require co-payments that patients find unacceptably high. We cannot be sure that coverage and reimbursement in the United States, the European Union or elsewhere will be available for our product candidates or procedures using our product candidates, or any product that we may develop, and any reimbursement that may become available may not be adequate or may be decreased or eliminated in the future.

Third-party payors increasingly are challenging prices charged for pharmaceutical products and services, and many third-party payors may refuse to provide coverage and reimbursement for particular drugs or biologics when an equivalent generic drug, biosimilar or a less expensive therapy is available. It is possible that a third-party payor may consider our product candidates as substitutable and only offer to reimburse patients for the less expensive product. Even if we show improved efficacy or improved convenience of administration with our product candidates, pricing of existing third-party therapeutics may limit the amount we will be able to charge for our product candidates. These third-party payors may deny or revoke the reimbursement status of our product candidates, if approved, or establish prices for our product candidates at levels that are too low to enable us to realize an appropriate return on our investment. If

reimbursement is not available or is available only at limited levels, we may not be able to successfully commercialize our product candidates and may not be able to obtain a satisfactory financial return on our product candidates.

There is significant uncertainty related to the insurance coverage and reimbursement of newly-approved products, especially novel products like our immunotherapy product candidates. No regulatory authority has granted approval for a tumor-specific cancer immunotherapy based on a vaccine approach, and there is no model for reimbursement of this type of product. The Medicare and Medicaid programs increasingly are used as models in the United States for how private payors and other governmental payors develop their coverage and reimbursement policies for drugs and biologics. Some third-party payors may require pre-approval of coverage for new or innovative devices or drug therapies before they will reimburse healthcare providers who use such therapies. We cannot predict at this time what third-party payors will decide with respect to the coverage and reimbursement for our product candidates.

No uniform policy for coverage and reimbursement for products exists among third-party payors in the United States. Therefore, coverage and reimbursement for products can differ significantly from payor to payor. As a result, the coverage determination process is often a time-consuming and costly process that may require us to provide scientific and clinical support for the use of our product candidates to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. Furthermore, rules and regulations regarding reimbursement change frequently, in some cases on short notice, and we believe that changes in these rules and regulations are likely. In addition, companion diagnostic tests require coverage and reimbursement separate and apart from the coverage and reimbursement for their companion pharmaceutical or biological products. Similar challenges to obtaining coverage and reimbursement, applicable to pharmaceutical or biological products, will apply to companion diagnostics.

Outside the United States, international operations are generally subject to extensive governmental price controls and other market regulations, and we believe the increasing emphasis on cost-containment initiatives in Europe and other countries have and will continue to put pressure on the pricing and usage of our product candidates. In many countries, the prices of medical products are subject to varying price control mechanisms as part of national health systems. Other countries allow companies to fix their own prices for medical products but monitor and control company profits. Additional foreign price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our product candidates. Accordingly, in markets outside the United States, the reimbursement for our product candidates may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits.

Moreover, increasing efforts by governmental and third-party payors in the United States and abroad to cap or reduce healthcare costs may cause such organizations to limit both coverage and the level of reimbursement for newly approved products, and, as a result, they may not cover or provide adequate payment for our product candidates. We expect to experience pricing pressures in connection with the sale of our product candidates due to the trend toward managed health care, the increasing influence of health maintenance organizations and additional legislative changes. The downward pressure on healthcare costs in general, particularly prescription drugs and biologics and surgical procedures and other treatments, has become intense. As a result, increasingly high barriers are being erected to the entry of new products.

If we are unable to support demand for our existing or future services, including ensuring that we have adequate capacity to meet increased demand, or we are unable to successfully manage the evolution of our EDGE™ platform, our business could suffer.

As the demand for our individualized and off-the-shelf immunotherapy candidates increases with our clinical trial needs, we will need to continue to increase our workflow capacity for sample intake and general process improvements, expand our internal quality assurance program, and apply our EDGE™ platform at a larger scale within expected turnaround times. We will need additional certified laboratory scientists and technicians and other scientific and technical personnel to process higher volumes of tumor biopsies. Portions of our process are not automated and will require additional personnel to scale. We will also need to purchase additional equipment, some of which can take several months or more to procure, set up, and validate, and increase our software and computing capacity to meet increased volume. There is no assurance that any of these increases in scale, expansion of personnel, equipment, software and computing capacities, or process enhancements will be successfully implemented, or that we will have adequate space in our laboratory facilities to accommodate such required expansion.

As we progress into clinical development and expand our manufacturing capabilities, we will need to incorporate new equipment, implement new technology systems and laboratory processes, and hire new personnel with different qualifications. Failure to manage this growth or transition could result in turnaround time delays, higher service costs, declining service quality, deteriorating customer service, and slower responses to competitive challenges. A failure in any one of these areas could make it difficult for us to meet market expectations for our services and could damage our reputation and the prospects for our business.

We currently have no sales organization. If we are unable to establish sales capabilities on our own or through third parties, we may not be able to market and sell our product candidates effectively in the United States and foreign jurisdictions, if approved, or generate product revenue.

We currently do not have a marketing or sales organization. In order to commercialize our product candidates, if approved, in the United States and foreign jurisdictions, we must build our marketing, sales, distribution, managerial and other non-technical capabilities or make arrangements with third parties to perform these services, and we may not be successful in doing so. If any of our product candidates receive regulatory approval, we expect to establish a sales organization with technical expertise and supporting distribution capabilities to commercialize each such product candidate, which will be expensive and time consuming. We have no prior experience in the marketing, sale and distribution of pharmaceutical products, and there are significant risks involved in building and managing a sales organization, including our ability to hire, retain, and incentivize qualified individuals, generate sufficient sales leads, provide adequate training to sales and marketing personnel, and effectively manage a geographically dispersed sales and marketing team. Any failure or delay in the development of our internal sales, marketing and distribution capabilities would adversely impact the commercialization of these products. We may choose to collaborate with third parties that have direct sales forces and established distribution systems, either to augment our own sales force and distribution systems or in lieu of them. If we are unable to enter into such arrangements on acceptable terms or at all, we may not be able to successfully commercialize our product candidates. If we are not successful in commercializing our current or any future product candidates, either on our own or through arrangements with one or more third parties, we may not be able to generate any future product revenue and we would incur significant additional losses.

We will need to increase the size of our organization, and we may experience difficulties in managing growth.

As of December 31, 2021, we had 193 full-time employees. We will need to continue to expand our managerial, regulatory, clinical science, development operations, finance and other resources in order to manage our operations and clinical trials, continue our development activities and commercialize our product candidates or any future product candidates. Our management and personnel, systems and facilities currently in place may not be adequate to support this future growth. Our need to effectively execute our growth strategy requires that we:

- manage our preclinical studies and clinical trials effectively;
- identify, recruit, retain, incentivize and integrate additional employees, including sales personnel;
- manage our internal development and operational efforts effectively while carrying out our contractual obligations to third parties; and
- continue to improve our operational, financial and management controls, reports systems and procedures.

If we fail to attract and retain senior management and key scientific personnel, our business may be materially adversely affected.

Our success depends in part on our continued ability to attract, retain and motivate highly-qualified management, clinical and scientific personnel. We are highly dependent upon our senior management, particularly our President and Chief Executive Officer, as well as our senior scientists and other members of our senior management team. The loss of services of any of these individuals could delay or prevent the successful development of our products, initiation or completion of our planned clinical trials or the commercialization of our current or any future product candidates.

Competition for qualified personnel in the biotechnology and biopharmaceutical fields is intense due to the limited number of individuals who possess the skills and experience required by our industry. We will need to hire additional personnel as we expand our clinical development and if we initiate commercial activities. We may not be able to attract and retain quality personnel on acceptable terms, or at all. In addition, to the extent we hire personnel from competitors, we may be subject to allegations that they have been improperly solicited or that they have divulged proprietary or other confidential information, or that their former employers own their research output.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our current or future product candidates.

We face an inherent risk of product liability as a result of the planned clinical testing of our product candidates and will face an even greater risk if we commercialize any products. For example, we may be sued if any product we develop allegedly causes injury or is found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may

include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability, and a breach of warranty. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Even successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our current or future product candidates;
- injury to our reputation;
- withdrawal of clinical trial participants;
- costs to defend the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- regulatory investigations, product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenue; and
- the inability to commercialize our current or any future product candidates.

Our inability to obtain and maintain sufficient product liability insurance at an acceptable cost and scope of coverage to protect against potential product liability claims could prevent or inhibit the commercialization of our current or any future product candidates we develop. We currently carry product liability insurance covering our clinical trials in the amount of \$10.0 million in the aggregate. Nonetheless, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. Our insurance policies also have various exclusions and deductibles, and we may be subject to a product liability claim for which we have no coverage. We will have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient funds to pay such amounts. Moreover, in the future, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses. If and when we obtain approval for marketing any of our product candidates, we intend to expand our insurance coverage to include the sale of such product candidate; however, we may be unable to obtain this liability insurance on commercially reasonable terms or at all.

Our strategic collaborations, including those with Gilead and with 2seventy as well as any future arrangements that we may enter into, may not be successful, which could significantly limit the likelihood of receiving the potential economic benefits of such collaborations and adversely affect our ability to develop and commercialize our product candidates.

In February 2021, we announced that we had entered into a collaboration, option and license agreement with Gilead to research and develop a vaccine for HIV. Under the terms of the agreement, Gilead will be responsible for conducting the Phase 1 study and, if it exercises its exclusive option, will develop and commercialize the HIV-specific therapeutic vaccine beyond Phase 1. In such case, and subject to certain clinical, regulatory and commercial milestones being achieved, we would be eligible to receive up to an additional \$725.0 million, as well as certain royalties on net sales upon commercialization. Separately, in August 2018, we entered into a strategic collaboration with 2seventy to utilize our EDGE™ platform to identify and validate tumor-specific targets and provide TCRs directed to 10 selected targets for use in 2seventy's cell therapy products. Under that collaboration, we are entitled to receive up to an aggregate of \$1.2 billion in development, regulatory and commercial milestones and tiered single digit royalties on sales of 2seventy's cell therapy products utilizing the TCRs we develop directed at the targets we discovered.

Apart from these strategic collaborations, in the future we may seek to enter into additional collaboration arrangements for the development or commercialization of certain of our product candidates, depending on the merits of retaining commercialization rights for ourselves as compared to entering into collaboration arrangements. To the extent that we decide to enter into collaboration agreements in the future, we may face significant competition in seeking appropriate collaborators. Moreover, all such collaboration

arrangements are complex and time-consuming to negotiate, document, implement and maintain, as well as challenging to manage. We may not be successful in our efforts with Gilead or 2seventy, and we may never receive any of the payments contemplated in those collaboration arrangements. Further, we may be unable to prudently manage these collaborations or enter into new ones. The terms of any new collaborations or other arrangements that we may establish may not be favorable to us.

The success of our collaboration arrangements will depend heavily on the efforts and activities of our collaborators. Collaborations are subject to numerous risks, which may include risks that:

- collaborators have significant discretion in determining the efforts and resources that they will apply to collaborations;
- collaborators may not pursue development and commercialization of our product candidates or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in their strategic focus due to their acquisition of competitive products or their internal development of competitive products, availability of funding or other external factors, such as a business combination that diverts resources or creates competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial, abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates;
- a collaborator with marketing, manufacturing and distribution rights to one or more products may not commit sufficient resources to or otherwise perform satisfactorily in carrying out these activities;
- we could grant exclusive rights to our collaborators that would prevent us from collaborating with others;
- collaborators may not properly maintain or defend our intellectual property rights or may use our intellectual property or proprietary information in a way that gives rise to actual or threatened litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential liability;
- disputes may arise between us and a collaborator that causes the delay or termination of the research, development or commercialization of our current or future product candidates or that results in costly litigation or arbitration that diverts management attention and resources;
- collaborations may be terminated, and, if terminated, this may result in a need for additional capital to pursue further development or commercialization of the applicable current or future product candidates;
- collaborators may own or co-own intellectual property covering products that result from our collaboration with them, and, in such cases, we would not have the exclusive right to develop or commercialize such intellectual property;
- disputes may arise with respect to the ownership of any intellectual property developed pursuant to our collaborations; and
- a collaborator's sales and marketing activities or other operations may not be in compliance with applicable laws resulting in civil or criminal proceedings.

If we engage in future acquisitions or strategic partnerships, this may increase our capital requirements, dilute our stockholders, cause us to incur debt or assume contingent liabilities, and subject us to other risks.

We may evaluate various acquisitions and strategic partnerships, including licensing or acquiring complementary products, intellectual property rights, technologies, or businesses. Any potential acquisition or strategic partnership may entail numerous risks, including:

- increased operating expenses and cash requirements;
- the assumption of additional indebtedness or contingent liabilities;
- the issuance of our equity securities;
- assimilation of operations, intellectual property and products of an acquired company, including difficulties associated with integrating new personnel;
- the diversion of our management's attention from our existing product programs and initiatives in pursuing such a strategic merger or acquisition;
- retention of key employees, the loss of key personnel, and uncertainties in our ability to maintain key business relationships;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing products or product candidates and regulatory approvals; and
- our inability to generate revenue from acquired technology and/or products sufficient to meet our objectives in undertaking the acquisition or even to offset the associated acquisition and maintenance costs.

In addition, if we undertake acquisitions, we may issue dilutive securities, assume or incur debt obligations, incur large one-time expenses and acquire intangible assets that could result in significant future amortization expense. Moreover, we may not be able to locate suitable acquisition opportunities, and this inability could impair our ability to grow or obtain access to technology or products that may be important to the development of our business.

We or the third parties upon whom we depend may be adversely affected by risks beyond our control, such as natural disasters, political crises, acts of terrorism, war or other catastrophic events and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster.

We, our suppliers and third-party service providers are vulnerable to damage from natural disasters, including but not limited to earthquakes, fires or floods, power loss, communications failures, public health crises, such as pandemics and epidemics, political crises, such as terrorism, war, political instability or other conflict and similar events. If any disaster were to occur, our ability to operate our business at any of our facilities could be seriously, or potentially completely, impaired.

Our corporate headquarters and certain of our other facilities, including our manufacturing facility, are located in the San Francisco Bay Area, which in the past has experienced both severe earthquakes and wildfires. We do not carry earthquake insurance. Earthquakes, wildfires or other natural disasters could severely disrupt our operations and have a material adverse effect on our business, results of operations, financial condition 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 or other facilities, that damaged critical infrastructure, such as our enterprise financial systems or manufacturing resource planning and enterprise quality systems, 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. For instance, in late February 2022, Russian military forces launched significant military action against Ukraine, and sustained conflict and disruption in the region is likely. The impact to Ukraine, as well as actions taken by other countries, including new and stricter sanctions by the U.S., Canada, the United Kingdom, the European Union and other countries and organizations against officials, individuals, regions, and industries in Russia, Belarus and Ukraine, and each country's potential response to such sanctions, tensions, and military actions could have a material adverse effect on the global economy and political situation. As of the date of this Annual Report on Form 10-K, we (i) are not conducting clinical or non-clinical studies in

either Ukraine, Belarus or Russia, (ii) are not relying upon service providers or vendors from either of these regions to advance our GRANITE, SLATE, or CORAL development programs, (iii) do not source biomanufacturing critical raw materials, equipment, or other supplies directly from either Ukraine, Belarus or Russia, and (iv) are not aware nor have received notification from our supply vendors that the sourcing of any general laboratory or manufacturing materials may be negatively impacted due to such conflict and related sanctions.

The disaster recovery and business continuity plans we have in place currently are limited and are unlikely to prove adequate 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, particularly when taken together with our lack of earthquake insurance, could have a material adverse effect on our business.

Furthermore, integral parties in our supply chain are similarly vulnerable to natural disasters or other sudden, unforeseen and severe adverse events. If such an event were to affect our supply chain, it could have a material adverse effect on our business.

We depend on our information technology systems, and any failure of these systems could harm our business. Security breaches, loss of data, and other disruptions could compromise sensitive information related to our business or prevent us from accessing critical information and expose us to liability, which could adversely affect our business, results of operations and financial condition.

We collect and maintain information in digital form that is necessary to conduct our business, and we are increasingly dependent on information technology systems and infrastructure to operate our business, including our laboratory information management system and our EDGE™ platform. In the ordinary course of our business, we collect, store and transmit large amounts of confidential information, including intellectual property, proprietary business information and personal information. It is critical that we do so in a secure manner to maintain the confidentiality and integrity of such confidential information. We have established physical, electronic and organizational measures to safeguard and secure our systems to prevent a data compromise, and rely on commercially available systems, software, tools, and monitoring to provide security for our information technology systems and the processing, transmission and storage of digital information. We have also outsourced elements of our information technology infrastructure, and as a result a number of third-party vendors may or could have access to our confidential information. Our internal information technology systems and infrastructure, and those of our current and any future collaborators, contractors and consultants and other third parties on which we rely, are vulnerable to attack and damage from computer viruses, and malware (e.g., ransomware), natural disasters, terrorism, war, telecommunication and electrical failures, cyber-attacks or cyber-intrusions over the Internet, attachments to emails, persons inside our organization, or persons with access to systems inside our organization.

The risk of a security breach or disruption or data loss, particularly through cyber-attacks or cyber intrusion, including by computer hackers, foreign governments and cyber-terrorists, has generally increased as the number, intensity and sophistication of attempted attacks and intrusions from around the world have increased. In addition, the prevalent use of mobile devices that access confidential information increases the risk of data security breaches, which could lead to the loss of confidential information or other intellectual property. As a result of the COVID-19 pandemic, we may also face increased cybersecurity risks due to our reliance on internet technology and the number of our employees who are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities. Furthermore, because the techniques used to obtain unauthorized access to, or to sabotage, systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or implement adequate preventative measures. We may also experience security breaches that may remain undetected for an extended period. Even if identified, we may be unable to adequately investigate or remediate incidents or breaches due to attackers increasingly using tools and techniques that are designed to circumvent controls, to avoid detection, and to remove or obfuscate forensic evidence. We have experienced phishing attacks in the past resulting in a security breach of our information technology systems, and we may be a target of phishing attacks or other cyber-attacks in the future. Any significant system failure, accident or security breach could have a material adverse effect on our business, financial condition and results of operations. The costs to us to mitigate network security problems, bugs, viruses, worms, malicious software programs and security vulnerabilities could be significant, and while we have implemented security measures to protect our data security and information technology systems, our efforts to address these problems may not be successful, and these problems could result in unexpected interruptions, delays, cessation of service and other harm to our business and our competitive position. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our product development programs. For example, the loss of clinical trial data from completed or ongoing or planned clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Moreover, if a computer security breach affects our systems or results in the unauthorized release of personally identifiable information, our reputation could be materially damaged. In addition, such a breach may require notification to governmental agencies, the media or individuals pursuant to various federal and state privacy and security laws, as well as regulations promulgated by the Federal Trade Commission and state breach notification laws. We would also be exposed to a risk of loss or litigation and potential liability, which could materially adversely affect our business, results of operations and financial condition.

Our business is subject to complex and evolving laws and regulations regarding privacy, data protection and other matters relating to information collection.

There are numerous state, federal and foreign laws, regulations, decisions, and directives regarding privacy and the collection, storage, transmission, use, processing, disclosure and protection of different types of personal data and personal information and other personal, customer, or other data, the scope of which is continually evolving and subject to differing interpretations. Implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations, standards, or perception of their requirements may have on our business. This evolution may create uncertainty in our business, affect our ability to operate in certain jurisdictions or to collect, store, transfer use and share personal information, necessitate the acceptance of more onerous obligations in our contracts, result in liability or impose additional costs on us. The cost of compliance with these laws, regulations and standards is high and is likely to increase in the future. Any failure or perceived failure by us to comply with federal, state or foreign laws or regulation, our internal policies and procedures or our contracts governing our processing of personal information could result in negative publicity, government investigations and enforcement actions, claims by third parties and damage to our reputation, any of which could have a material adverse effect on our operations, financial performance and business.

As our operations and business grow, we may become subject to or affected by new or additional data protection laws and regulations and face increased scrutiny or attention from regulatory authorities. In the U.S., HIPAA imposes, among other things, certain standards relating to the privacy, security, transmission and breach reporting of individually identifiable health information. Certain states have also adopted comparable privacy and security laws and regulations, some of which may be more stringent than HIPAA. Such laws and regulations will be subject to interpretation by various courts and other governmental authorities, thus creating potentially complex compliance issues for us and our future customers and strategic partners. In addition, the CCPA went into effect on January 1, 2020. The CCPA creates individual privacy rights for California consumers and increases the privacy and security obligations of entities handling certain personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. The CCPA may increase our compliance costs and potential liability, and many similar laws have been proposed at the federal level and in other states. Further, in November 2020, California voters passed Proposition 24, the CPRA. The CPRA will impose additional data protection obligations on covered businesses, including additional consumer rights processes, limitations on data uses, new audit requirements for higher risk data, and opt outs for certain uses of sensitive data. It will also create a new California data protection agency authorized to issue substantive regulations and could result in increased privacy and information security enforcement. The majority of the provisions will go into effect on January 1, 2023, and additional compliance investment and potential business process changes may be required. In the event that we are subject to or affected by HIPAA, the CCPA, the CPRA or other domestic privacy and data protection laws, any liability from failure to comply with the requirements of these laws could adversely affect our financial condition.

In the European Union, the GDPR went into effect in May 2018 and imposes strict requirements for processing the personal data of individuals within the EEA. The GDPR has increased our obligations, for example, by imposing higher standards when obtaining consent from individuals to process their personal data, requiring more robust disclosures to individuals, strengthening individual data rights, shortening timelines for data breach notifications, limiting retention periods and secondary use of information, increasing requirements pertaining to health data as well as pseudonymized (i.e., key-coded) data, and imposing additional obligations when we contract third-party processors in connection with the processing of personal data. The GDPR also regulates transfers of personal data subject to the GDPR to third countries that have not been found to provide adequate protection to such personal data, including the United States, and the efficacy and longevity of current transfer mechanisms between the EU and the United States remains uncertain. For example, in 2016, the EU and United States agreed to a transfer framework for data transferred from the EU to the United States, called the Privacy Shield, but the Privacy Shield was invalidated in July 2020 by the Court of Justice of the European Union. Failure to comply with the requirements of the GDPR and the applicable national data protection laws of the European Union member states may result in fines of up to the greater of €20 million and 4% of the total worldwide annual turnover of the preceding financial year and other administrative penalties. Compliance with the new data protection rules imposed by GDPR may be onerous and adversely affect our business, financial condition, and results of operations. Further, the GDPR provides that European Union and EEA member states may make their own further laws and regulations limiting the processing of genetic, biometric, or health data, which could limit our ability to use and share personal data or could cause our costs to increase and harm our business and financial condition. From January 1, 2021, companies have to comply with the GDPR and also the United Kingdom GDPR (UK GDPR), which, together with the amended UK Data Protection Act 2018, retains the GDPR in UK national law. The UK GDPR mirrors the fines under the GDPR (i.e., fines up to the greater of €20 million (£17.5 million) or 4% of global turnover). The relationship between the United Kingdom and the European Union in relation to certain aspects of data protection law remains uncertain, and it is unclear how United Kingdom data protection laws and regulations will develop in the medium to longer term, and how data transfers to and from the United Kingdom will be regulated in the long term. These uncertainties, as well as any applicable regulatory changes, may lead to additional costs and increase our overall risk exposure.

Although we work to comply with applicable laws, regulations and standards, our contractual obligations and other legal obligations, these requirements are evolving and may be modified, interpreted and applied in an inconsistent manner from one jurisdiction to another, and may conflict with one another or other legal obligations with which we must comply. Any failure, or perceived failure, by us to comply with or make effective modifications to our policies, or to comply with any federal, state or international privacy, data-retention or data-protection-related laws, regulations, orders or industry self-regulatory principles could result in proceedings or actions against us by governmental entities or others, a loss of customer confidence, damage to our brand and reputation and a loss of customers, any of which could have an adverse effect on our business. In addition, various federal, state and foreign legislative or regulatory bodies may enact new or additional laws and regulations concerning privacy, data-retention and data-protection issues, including laws or regulations mandating disclosure to domestic or international law enforcement bodies, which could adversely impact our business or our reputation with customers. For example, some countries have adopted laws mandating that some personal information regarding customers in their country be maintained solely in their country. Having to maintain local data centers and redesign product, service and business operations to limit personal information processing to within individual countries could increase our operating costs significantly.

Our employees and independent contractors, including principal investigators, consultants, commercial collaborators, service providers and other vendors, may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements, which could have an adverse effect on our results of operations.

We are exposed to the risk that our employees and independent contractors, including principal investigators, consultants, any future commercial collaborators, service providers and other vendors may engage in misconduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or other unauthorized activities that violate the laws and regulations of the FDA and other similar regulatory bodies, including those laws that require the reporting of true, complete and accurate information to such regulatory bodies; manufacturing standards; U.S. federal and state healthcare fraud and abuse, data privacy laws and other similar non-U.S. laws; or laws that require the true, complete and accurate reporting of financial information or data. Activities subject to these laws also involve the improper use or misrepresentation of information obtained in the course of clinical trials, the creation of fraudulent data in our preclinical studies or clinical trials, or illegal misappropriation of product, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter misconduct by employees and other third-parties, 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. In addition, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred. 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 significant impact on our business and financial results, including, without limitation, the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgement, possible exclusion from participation in Medicare, Medicaid and other U.S. federal healthcare programs or healthcare programs in other jurisdictions, integrity oversight and reporting obligations to resolve allegations of non-compliance, individual imprisonment, other sanctions, contractual damages, reputational harm, diminished profits and future earnings and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

Our business involves the use of hazardous materials, and we and our third-party manufacturers and suppliers must comply with environmental laws and regulations, which can be expensive and restrict how we do business.

Our research and development activities and our third-party manufacturers' and suppliers' activities involve the controlled storage, use and disposal of hazardous materials owned by us, including the components of our product and product candidates and other hazardous compounds. We and any third-party manufacturers and suppliers we engage are subject to numerous federal, state and local environmental, health and safety laws, regulations and permitting requirements, including those governing laboratory procedures; the generation, handling, use, storage, treatment, and disposal of hazardous and regulated materials and wastes; the emission and discharge of hazardous materials into the ground, air and water; and employee health and safety. Our operations involve the use of hazardous and flammable materials, including chemicals and biological and radioactive materials. Our operations also produce hazardous waste. In some cases, these hazardous materials and various wastes resulting from their use are stored at our and our third-party manufacturers' facilities pending their use and disposal. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination, which could cause an interruption of our commercialization efforts, research and development efforts and business operations, environmental damage resulting in costly clean-up and liabilities under applicable laws and regulations governing the use, storage, handling and disposal of these materials and specified waste products.

Although we believe that the safety procedures utilized by us and our third-party manufacturers for handling and disposing of these materials generally comply with the standards prescribed by these laws and regulations, we cannot guarantee that this is the case or eliminate the risk of accidental contamination or injury from these materials. Under certain environmental laws, we could be held responsible for costs relating to any contamination at our current or past facilities and at third-party facilities. In such an event, we may be held liable for any resulting damages; such liability could exceed our resources, and state or federal or other applicable authorities

may curtail our use of certain materials and/or interrupt our business operations. Furthermore, environmental laws and regulations are complex, change frequently and have tended to become more stringent. We cannot predict the impact of such changes and cannot be certain of our future compliance.

Compliance with applicable environmental laws and regulations may be expensive, and current or future environmental laws and regulations may impair our research, product development and manufacturing efforts. In addition, we cannot entirely eliminate the risk of accidental injury or contamination from these materials or wastes. 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 hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not carry specific biological or hazardous waste insurance coverage, and our property, casualty, and general liability insurance policies specifically exclude coverage for damages and fines arising from biological or hazardous waste exposure or contamination. Accordingly, in the event of contamination or injury, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals could be suspended, which could have a material adverse effect on our business, results of operations and financial condition.

Our business may be materially adversely affected by the ongoing COVID-19 pandemic.

While the COVID-19 pandemic did not materially adversely affect our business operations during the year ended December 31, 2021, economic and health conditions in the United States and across most of the globe have changed considerably since the pandemic began. In particular, supply chain disruptions have become a concern for many businesses in the current environment. The COVID-19 pandemic also caused significant volatility in the U.S. and international markets. The impact of the COVID-19 pandemic may increase the possibility of uncertainty in the global financial markets, high inflation and extended economic downturn. We are subject to inflationary pressures on employee wages, salaries, and the cost of various goods and services that can negatively impact our financial results. We have experienced minor delays in delivery of various products related to our manufacturing processes and in some cases have had to identify new suppliers, which at times resulted in increased costs. While not of the disruptions of our supply chain to date have been material, we cannot exclude the possibility that further supply chain disruptions due to the COVID-19 pandemic could have a material adverse effect on our business, and the extent to which these issues will impact our results remains uncertain.

In addition to the risk of such supply chain disruptions, as a result of the COVID-19 pandemic, we may also experience disruptions that could severely impact our business, preclinical studies and clinical trials, including:

- We are conducting a number of clinical trials for product candidates in geographies that have been heavily affected by the COVID-19 pandemic. While the availability of first-generation vaccines in the United States (and other countries) have greatly improved the outlook for the pandemic, we believe that the emergence of variants of concern and/or the potential waning of the immune protection offered by existing vaccines has the potential to lead to prolonging the effects of the pandemic, which could in turn have an impact on various aspects of our clinical trials. For example, with respect to clinical trials for our tumor-specific immunotherapy product candidates, investigators may not want to screen or treat cancer patients with our experimental vaccine and potentially expose them to the novel coronavirus during additional clinic visits. Other potential impacts of the COVID-19 pandemic on our various clinical trials include delays or difficulties in any planned clinical site initiation, including difficulties in obtaining IRB or ethics committee approvals, recruiting clinical site investigators and clinical site staff, delays or difficulties in enrolling patients, interruption of planned key clinical trial activities, such as clinical trial site data monitoring due to diversion of resources at clinical sites or limitation on travel imposed by federal or state governments. This may impact the integrity of subject data.
- While chimpanzee-based adenoviral (ChAd) vaccines have not yet been approved in the US, there is a risk that patient candidates to our GRANITE or SLATE vaccine candidates may become ineligible due to pre-existing neutralizing antibodies to ChAd vaccines, for example following participation in SARS-CoV-2 clinical trials using such vaccines. This in turn could slow down recruitment to our clinical trials, especially if we were to consider expanding our trials in the EU, and, ultimately, if these ChAd vaccines against SARS-CoV-2 are proven effective and become widely available in the general population, may render our vaccination approach unsuitable for many cancer patients. Similarly, patients who have been previously vaccinated with a mRNA-based vaccine may be reluctant to receive our samRNA vaccines, or may have contraindications such as allergic reaction to their SARS-CoV-2, mRNA-based vaccines.
- Because of the COVID-19 pandemic, we have been forced to alter our normal business and operations, for example by encouraging remote work for our employees who, given the nature of their function, can do so effectively. However, many of our employees and contractors perform essential activities that must be completed on-site. While on-site at our facilities, all of our staff are required to wear appropriate personal protective equipment, consistent with public health guidance. The COVID-19 pandemic could disrupt our ability to secure supplies for our facilities and to provide personal protective

equipment for our employees. The safety, health and well-being of our workforce is of primary concern, and we may need to enact further precautionary measures to help minimize the risk of our employees being exposed to the novel coronavirus.

- Our increased reliance on personnel working from home may negatively impact productivity or disrupt, delay or otherwise adversely impact our business. In addition, this could increase our cyber-security risk, create data accessibility concerns and make us more susceptible to communication disruptions, any of which could adversely impact our business operations or delay necessary interactions with local and federal regulators, ethics committees, manufacturing sites, research or clinical trial sites and important agencies and contractors.
- Our employees and contractors conducting research and development activities may not be able to access our laboratories for an extended period of time as a result of the closure of our offices and the possibility that governmental authorities further modify current restrictions.
- The FDA and comparable foreign regulatory agencies may experience operational interruptions or delays, which may impact timelines for regulatory submission, trial initiation and regulatory approval.
- The trading prices for our common shares and other biotechnology companies have been highly volatile as a result of the COVID-19 pandemic. As a result, we may face difficulties raising capital through sales of our common shares or such sales may be on unfavorable terms.

While the outlook is improving, the COVID-19 outbreak continues to evolve. Even as vaccination rates continue to grow in the United States and other countries, it remains unclear when the pandemic will subside, particularly if full global vaccination is not achieved or existing vaccines prove less effective against new variants of the virus. The extent to which the outbreak may impact our business, manufacturing, preclinical development activities, preclinical studies and planned clinical trials will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the ultimate geographic spread of COVID-19, the duration of the outbreak, travel restrictions and actions to contain the outbreak or treat its impact, such as social distancing and quarantines or lock-downs in the United States and other countries, business closures or business disruptions, and the effectiveness of actions taken in the United States and other countries to contain and treat the disease.

Risks Related to Intellectual Property

Our success depends on our ability to protect our intellectual property and our proprietary technologies.

Our commercial success depends in part on our ability to obtain and maintain patent protection and trade secret protection for our product candidates, proprietary technologies and their uses as well as our ability to operate without infringing upon the proprietary rights of others. We generally seek to protect our proprietary position by filing patent applications in the United States and abroad related to our product candidates, proprietary technologies and their uses that are important to our business. Our patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless, and until, patents issue from such applications, and then only to the extent the issued claims cover the technology. There can be no assurance that our patent applications or those of our licensors will result in additional patents being issued or that issued patents will afford sufficient protection against competitors with similar technology, nor can there be any assurance that the patents issued will not be infringed, designed around or invalidated by third parties. Even issued patents may later be found invalid or unenforceable or may be modified or revoked in proceedings instituted by third parties before various patent offices or in courts. The degree of future protection for our proprietary rights is uncertain. Only limited protection may be available and may not adequately protect our rights or permit us to gain or keep any competitive advantage. If we do not adequately protect our intellectual property and proprietary technology, competitors may be able to use our product candidates and proprietary technologies and erode or negate any competitive advantage we may have, which could have a material adverse effect on our financial condition and results of operations.

We have applied, and we intend to continue applying, for patents covering aspects of our product candidates, proprietary technologies and their uses that we deem appropriate. However, we may not be able to apply for patents on certain aspects of our current or future product candidates, proprietary technologies and their uses in a timely fashion, at a reasonable cost, in all jurisdictions, or at all, and any potential patent coverage we obtain may not be sufficient to prevent substantial competition. As of December 31, 2021, our solely owned patent portfolio includes pending patent applications and issued patents. We cannot be certain that the claims in any of our patent applications will be considered patentable by the United States Patent and Trademark Office (USPTO) courts in the United States or by the patent offices and courts in foreign countries, nor can we be certain that the claims in our issued patents will not be found invalid or unenforceable if challenged. The patent application process is subject to numerous risks and uncertainties, and there can be

no assurance that we or any of our actual or potential future collaborators will be successful in protecting our product candidates, proprietary technologies and their uses by obtaining and defending patents. These risks and uncertainties include the following:

- the USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process, the noncompliance with which can result in abandonment or lapse of a patent or patent application, and partial or complete loss of patent rights in the relevant jurisdiction;
- patent applications may not result in any patents being issued;
- patents that may be issued or in-licensed may be challenged, invalidated, modified, revoked, circumvented, found to be unenforceable or otherwise may not provide any competitive advantage;
- our competitors, many of whom have substantially greater resources than we do and many of whom have made significant investments in competing technologies, may seek or may have already obtained patents that will limit, interfere with or eliminate our ability to make, use and sell our potential product candidates;
- other parties may have designed around our claims or developed technologies that may be related or competitive to our platform, may have filed or may file patent applications and may have received or may receive patents that overlap or conflict with our patent applications, either by claiming the same methods or devices or by claiming subject matter that could dominate our patent position;
- any successful opposition to any patents owned by or licensed to us could deprive us of rights necessary for the practice of our technologies or the successful commercialization of any products or product candidates that we may develop;
- because patent applications in the United States and most other countries are confidential for a period of time after filing, we cannot be certain that we or our licensors were the first to file any patent application related to our product candidates, proprietary technologies and their uses;
- an interference proceeding can be provoked by a third party or instituted by the USPTO to determine who was the first to invent any of the subject matter covered by the patent claims of our applications for any application with an effective filing date before March 16, 2013;
- there may be significant pressure on the U.S. government and international governmental bodies to limit the scope of patent protection both inside and outside the United States for disease treatments that prove successful, as a matter of public policy regarding worldwide health concerns; and
- countries other than the United States may have patent laws less favorable to patentees than those upheld by U.S. courts, allowing foreign competitors a better opportunity to create, develop and market competing product candidates.

The patent position of biotechnology companies generally is highly uncertain, involves complex legal and factual questions, and has been the subject of much litigation in recent years. Moreover, the patent prosecution process is also expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable 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. Although we enter into non-disclosure and confidentiality agreements with parties who have access to patentable aspects of our research and development output, such as our employees, corporate collaborators, outside scientific collaborators, CROs, contract manufacturers, consultants, advisors and other third parties, any of these parties may breach such agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents, if issued, or the patent rights that we license from others, may be challenged in the courts or patent offices in the United States and abroad. Once granted, patents may remain open to opposition, interference, re-examination, post-grant review, inter partes review, nullification or derivation action in court or before patent offices or similar proceedings for a given period after allowance or grant, during which time

third parties can raise objections against such initial grant. Such challenges may result in loss of exclusivity or in patent claims being narrowed, invalidated or held unenforceable, which could limit our ability to stop others from using or commercializing similar or identical products, or limit the duration of the patent protection of our products and product candidates. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our intellectual property may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

Our ability to enforce our patent rights depends on our ability to detect infringement. It may be difficult to detect infringers who do not advertise the components or methods that are used in connection with their products and services. Moreover, it may be difficult or impossible to obtain evidence of infringement in a competitor's or potential competitor's product or service. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded if we were to prevail may not be commercially meaningful.

In addition, proceedings to enforce or defend our patents could put our patents at risk of being invalidated, held unenforceable or interpreted narrowly. Such proceedings could also provoke third parties to assert claims against us, including that some or all of the claims in one or more of our patents are invalid or otherwise unenforceable. If any of our patents covering our products are invalidated or found unenforceable, or if a court found that valid, enforceable patents held by third parties covered one or more of our products, our competitive position could be harmed, or we could be required to incur significant expenses to enforce or defend our rights. If we initiate lawsuits to protect or enforce our patents, or litigate against third-party claims, such proceedings would be expensive and would divert the attention of our management and technical personnel.

The degree of future protection for our proprietary rights is uncertain, and we cannot ensure that:

- any of our patents, or any of our pending patent applications, if issued, or those of our licensors, will include claims having a scope sufficient to protect our products;
- any of our pending patent applications or those of our licensors may issue as patents;
- others will not or may not be able to make, use, offer to sell, or sell products that are the same as or similar to our own but that are not covered by the claims of the patents that we own or license;
- we will be able to successfully commercialize our products, if approved, on a substantial scale before the relevant patents that we own or license expire;
- we were the first to make the inventions covered by each of the patents and pending patent applications that we own or license;
- we or our licensors were the first to file patent applications for these inventions;
- others will not develop similar or alternative technologies that do not infringe the patents we own or license;
- any of the patents we own or license will be found to ultimately be valid and enforceable;
- any patents issued to us or our licensors will provide a basis for an exclusive market for our commercially viable products or will provide us with any competitive advantages;
- a third party may not challenge the patents we own or license and, if challenged, a court would hold that such patents are valid, enforceable and infringed;
- we may develop or in-license additional proprietary technologies that are patentable;
- the patents of others will not have an adverse effect on our business;

- our competitors do not conduct research and development activities in countries where we do not have enforceable patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we will develop additional proprietary technologies or products that are separately patentable; or
- our commercial activities or products will not infringe upon the patents of others.

Where we obtain licenses from or collaborate with third parties, in some circumstances, we may not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we license from third parties, or such activities, if controlled by us, may require the input of such third parties. We may also require the cooperation of our licensors and collaborators to enforce any licensed patent rights, and such cooperation may not be provided. Therefore, these patents and applications may not be prosecuted and enforced in a manner consistent with the best interests of our business. Moreover, if we do obtain necessary licenses, we will likely have obligations under those licenses, and any failure to satisfy those obligations could give our licensor the right to terminate the license. Termination of a necessary license, or expiration of licensed patents or patent applications, could have a material adverse impact on our business.

The lives of our patents may not be sufficient to effectively protect our products and business.

Patents have a limited lifespan. In the United States, the natural expiration of a patent is generally 20 years after its first effective non-provisional filing date. Although various extensions may be available, the life of a patent, and the protection it affords, is limited. Even if patents covering our product candidates, proprietary technologies and their uses are obtained, once the patent life has expired, we may be open to competition. In addition, although upon issuance in the United States a patent's life can be increased based on certain delays caused by the USPTO, this increase can be reduced or eliminated based on certain delays caused by the patent applicant during patent prosecution. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. If we do not have sufficient patent life to protect our product candidates, proprietary technologies and their uses, our business and results of operations will be adversely affected.

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

We rely on the protection of our trade secrets, including unpatented know-how, technology and other proprietary information. We have taken steps to protect our trade secrets and unpatented know-how, including entering into confidentiality agreements with third parties, and confidential information and inventions agreements with employees, consultants and advisors. In addition to contractual measures, we try to protect the confidential nature of our proprietary information using commonly accepted physical and technological security measures. Despite these efforts, we cannot provide any assurances that all such agreements have been duly executed, and any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. In addition, such security measures may not provide adequate protection for our proprietary information, for example, in the case of misappropriation of a trade secret by an employee, consultant, customer or third party with authorized access. Our security measures may not prevent an employee, consultant or customer from misappropriating our trade secrets and providing them to a competitor, and recourse we take against such misconduct may not provide an adequate remedy to protect our interests fully. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our proprietary technologies will be effective. Unauthorized parties may also attempt to copy or reverse engineer certain aspects of our products that we consider proprietary. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret can be difficult, expensive and time-consuming, and the outcome is unpredictable. Even though we use commonly accepted security measures, the criteria for protection of trade secrets can vary among different jurisdictions.

Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets. Moreover, third parties may still obtain this information or may come upon this or similar information independently, and we would have no right to prevent them from using that technology or information to compete with us. Trade secrets will over time be disseminated within the industry through independent development, the publication of journal articles and the movement of personnel skilled in the art from company to company or academic to industry scientific positions. Though our agreements with third parties typically restrict the ability of our advisors, employees, collaborators, licensors, suppliers, third-party contractors and consultants to publish data potentially relating to our trade secrets, our agreements may contain certain limited publication rights. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent such competitor

from using that technology or information to compete with us, which could harm our competitive position. Because from time to time we expect to rely on third parties in the development, manufacture, and distribution of our products and provision of our services, we must, at times, share trade secrets with them. Despite employing the contractual and other security precautions described above, the need to share trade secrets increases the risk that such trade secrets become known by our competitors, are inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. If any of these events occurs, or if we otherwise lose protection for our trade secrets, the value of this information may be greatly reduced, and our competitive position would be harmed. If we do not apply for patent protection prior to such publication or if we cannot otherwise maintain the confidentiality of our proprietary technology and other confidential information, then our ability to obtain patent protection or to protect our trade secret information may be jeopardized.

Our rights to develop and commercialize our product candidates are subject in part to the terms and conditions of licenses granted to us by other companies. The patent protection, prosecution and enforcement for some of our product candidates may be dependent on third parties.

We currently are reliant upon licenses of certain patent rights and proprietary technology from third parties that is important or necessary to the development of our technology and products, including technology related to our product candidates. For example, we rely on our license agreements with Arbutus and Genevant for certain lipid nanoparticle-based delivery technologies. These and other licenses we may enter into in the future may not provide adequate rights to use such intellectual property and technology in all relevant fields of use or in all territories in which we may wish to develop or commercialize our technology and products in the future. As a result, we may not be able to develop and commercialize our technology and products in fields of use and territories for which we are not granted rights pursuant to such licenses.

Licenses to additional third-party technology that may be required for our development programs may not be available in the future or may not be available on commercially reasonable terms, which could have a material adverse effect on our business and financial condition.

In some circumstances, we may not have the right to control the preparation, filing, prosecution and enforcement of patent applications, or to maintain the patents, covering technology that we license from third parties. In addition, some of our agreements with our licensors require us to obtain consent from the licensor before we can enforce patent rights, and our licensor may withhold such consent or may not provide it on a timely basis. Therefore, we cannot be certain that our licensors or collaborators will prosecute, maintain, enforce and defend such intellectual property rights in a manner consistent with the best interests of our business, including by taking reasonable measures to protect the confidentiality of know-how and trade secrets, or by paying all applicable prosecution and maintenance fees related to intellectual property registrations for any of our product candidates. We also cannot be certain that our licensors have drafted or prosecuted the patents and patent applications licensed to us in compliance with applicable laws and regulations, which may affect the validity and enforceability of such patents or any patents that may issue from such applications. If they fail to do so, this could cause us to lose rights in any applicable intellectual property that we in-license, and as a result our ability to develop and commercialize products or product candidates may be adversely affected and we may be unable to prevent competitors from making, using and selling competing products.

Our current licenses, and our future licenses likely will, impose various royalty payments, milestones, and other obligations on us. If we fail to comply with any of these obligations, we may be required to pay damages and the licensor may have the right to terminate the license. Termination by the licensor would cause us to lose valuable rights, and could prevent us from developing and commercializing our product candidates and proprietary technologies. Our business would suffer if any current or future licenses terminate, if the licensors fail to abide by the terms of the license, if the licensors fail to enforce licensed patents against infringing third parties, if the licensed patents or other rights are found to be invalid or unenforceable, or if we are unable to enter into necessary licenses on acceptable terms. Furthermore, if any current or future licenses terminate, or if the underlying patents fail to provide the intended exclusivity, competitors or other third parties may gain the freedom to seek regulatory approval of, and to market, products identical to ours. 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 or otherwise violating the licensor's 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 any, the amounts may 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.

Litigation or other proceedings or third-party claims of intellectual property infringement could require us to spend significant time and money and could prevent us from selling our products.

Our commercial success depends significantly on our ability to operate without infringing the patents and other proprietary rights of third parties. However, our research, development and commercialization activities may be subject to claims that we infringe

or otherwise violate patents or other intellectual property rights owned or controlled by third parties. Claims by third parties that we infringe their proprietary rights may result in liability for damages or prevent or delay our developmental and commercialization efforts. We cannot assure you that our operations do not, or will not in the future, infringe existing or future patents.

Other entities may have or obtain patents or proprietary rights that could limit our ability to make, use, sell, offer for sale or import our product candidates and future approved products or impair our competitive position. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biotechnology and pharmaceutical industries, including patent infringement lawsuits, interferences, oppositions, reexaminations, inter partes review proceedings and post-grant review proceedings before the USPTO and/or corresponding foreign patent offices. Numerous third-party U.S. and foreign issued patents and pending patent applications exist in the fields in which we are developing product candidates. There may be third-party patents or patent applications with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our product candidates. For example, we are aware of and have timely opposed EP Patent 2569633, expiring in May 2031 (absent any patent term adjustments or extensions), directed to certain methods of identifying and using neoantigens. EP Patent 2569633 is currently validated in Great Britain, France, Germany, Netherlands, Italy, Ireland, Spain and Switzerland. Our opposition was filed in our name on November 7, 2016 by Vossius & Partner. Four other parties also filed oppositions to the patent within the required timeframe. The Opposition Division of the European Patent Office (EPO), held opposition hearings on October 15 and 16, 2018, and determined that EP Patent 2569633 does not meet the requirements of the European Patent Convention (EPC) and consequently, revoked the patent. We received notice in April 2019 that EP Patent 2569633 patentees and licensors filed their appeal to the Opposition Division's decision, and we, along with other opposers, filed responses in August 2019. Opponent Christian Müller withdrew his opposition in May 2020, but the appeal proceedings will be continued between the remaining parties. The EPO scheduled the oral proceedings for the appeal for September 27th and 28th 2022.

Furthermore, the scope of a patent claim is determined by an interpretation of the law, the written disclosure in a patent and the patent's prosecution history and can involve other factors such as expert opinion. Our interpretation of the relevance or the scope of claims in a patent or a pending application may be incorrect, which may negatively impact our ability to market our products. Further, we may incorrectly determine that our technologies, products, or product candidates are not covered by a third-party patent or may incorrectly predict whether a third party's pending patent application will issue with claims of relevant scope. Our determination of the expiration date of any patent in the United States or abroad that we consider relevant may be incorrect, which may negatively impact our ability to develop and market our products or product candidates.

As the biotechnology industry expands and more patents are issued, the risk increases that our product candidates may be subject to claims of infringement of the patent rights of third parties. Our competitors in both the United States and abroad, many of which have substantially greater resources and have made substantial investments in patent portfolios and competing technologies, may have applied for or obtained or may in the future apply for and obtain, patents that will prevent, limit or otherwise interfere with our ability to make, use and sell our product candidates. We do not always conduct independent reviews of pending patent applications of and patents issued to third parties.

Patent applications in the United States and elsewhere are typically published approximately eighteen (18) months after the earliest filing for which priority is claimed, with such earliest filing date being commonly referred to as the priority date. Certain U.S. applications that will not be filed outside the United States can remain confidential until patents issue. In addition, patent applications in the United States and elsewhere can be pending for many years before issuance, or unintentionally abandoned patents or applications can be revived. Furthermore, pending patent applications that have been published can, subject to certain limitations, be later amended in a manner that could cover our technologies, our product candidates or the use of our product candidates. As such, there may be applications of others now pending or recently revived patents of which we are unaware. These applications may later result in issued patents, or the revival of previously abandoned patents, that will prevent, limit or otherwise interfere with our ability to make, use or sell our products. Because patent applications are maintained as confidential for a certain period of time, until the relevant application is published, we may be unaware of third-party patents that may be infringed by commercialization of our product candidates, and cannot be certain that we were the first to file a patent application related to a product candidate or technology. Moreover, because patent applications can take many years to issue, there may be currently pending patent applications that may later result in issued patents that our product candidates may infringe. In addition, identification of third-party patent rights that may be relevant to our technology is difficult because patent searching is imperfect due to differences in terminology among patents, incomplete databases and the difficulty in assessing the meaning of patent claims. Any claims of patent infringement asserted by third parties would be time consuming and could:

- result in costly litigation;
- divert the time and attention of our technical personnel and management;

- cause development delays;
- prevent us from commercializing our product candidates until the asserted patent expires or is held finally invalid or not infringed in a court of law;
- require us to develop non-infringing technology, which may not be possible on a cost-effective basis;
- require us to pay damages to the party whose intellectual property rights we may be found to be infringing, which may include treble damages if we are found to have been willfully infringing such intellectual property;
- require us to pay the attorney’s fees and costs of litigation to the party whose intellectual property rights we may be found to be infringing; and/or
- require us to enter into royalty or licensing agreements, which may not be available on commercially reasonable terms, or at all.

Although no third party has asserted a claim of patent infringement against us as of the date of this report, others may hold proprietary rights that could prevent any of our immunotherapy candidates from being marketed. Any patent-related legal action against us claiming damages and seeking to enjoin commercial activities relating to our product candidates or processes could subject us to potential liability for damages, including treble damages if we were determined to willfully infringe, and require us to obtain a license to manufacture or market the affected immunotherapy candidates. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business. We cannot predict whether we would prevail in any such actions or that any license required under any of these patents would be made available on commercially acceptable terms, if at all. Even if such licenses are available, we could incur substantial costs related to royalty payments for licenses obtained from third parties, which could negatively affect our gross margins, and the rights may be non-exclusive, which could give our competitors access to the same technology or intellectual property rights licensed to us. In addition, we cannot be certain that we could redesign our product candidates or processes to avoid infringement, if necessary. Accordingly, an adverse determination in a judicial or administrative proceeding, or the failure to obtain necessary licenses, could prevent us from developing and commercializing our immunotherapy candidates, which could harm our business, financial condition and operating results. In addition, intellectual property litigation, regardless of its outcome, may cause negative publicity and could prohibit us from marketing or otherwise commercializing our product candidates and technology.

If we collaborate with third parties in the development of technology in the future, our collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to litigation or potential liability. Further, collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability. Also, we may be obligated under our agreements with our collaborators, licensors, suppliers and others to indemnify and hold them harmless for damages arising from intellectual property infringement by us.

We may be involved in lawsuits to protect or enforce our patents or the patents of our licensors, which could be expensive, time consuming, and unsuccessful. Further, our issued patents could be found invalid or unenforceable if challenged in court.

Competitors may infringe our intellectual property rights or those of our licensors. To prevent infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming. In addition, in a patent infringement proceeding, a court may decide that a patent we own or in-license is not valid, is unenforceable and/or is not infringed. If we or any of our potential future collaborators were to initiate legal proceedings against a third party to enforce a patent directed at one of our product candidates, the defendant could counterclaim that our patent is invalid and/or unenforceable in whole or in part. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace. Grounds for a validity challenge include an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness or non-enablement. Grounds for an unenforceability assertion could include an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO or made a misleading statement during prosecution. Third parties may also raise similar claims before the USPTO, even outside the context of litigation. For example, third parties may petition the USPTO for post-grant review within nine (9) months of our patent’s issuance date. Further, after the USPTO period for filing post-grant review has expired, third parties may file a petition for inter partes review on certain grounds. Similar mechanisms for challenging the validity and enforceability of a patent exist in ex-U.S. patent offices and may result in the revocation, cancellation, or amendment of any ex-U.S. patents we hold in the future. The outcome following legal assertions of invalidity and unenforceability is unpredictable, and prior art

could render our patents or those of our licensors invalid. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on such product candidate. Such a loss of patent protection would have a material adverse impact on our business.

Interference or derivation proceedings provoked by third parties or brought by us or declared by the USPTO may be necessary to determine the priority of inventions with respect to our patents or patent applications or those of our licensors. An unfavorable outcome could require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms or at all, or if a non-exclusive license is offered and our competitors gain access to the same technology. Our defense of litigation or interference proceedings may fail and, even if successful, may result in substantial costs and distract our management and other employees. In addition, the uncertainties associated with litigation could have a material adverse effect on our ability to raise the funds necessary to continue our clinical trials, continue our research programs, license necessary technology from third parties or enter into development or manufacturing partnerships that would help us bring our product candidates to market.

Even if resolved in our favor, litigation or other legal proceedings relating to our intellectual property rights may cause us to incur significant expenses and could distract our technical and management personnel from their normal responsibilities. 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, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of our common stock.

We may not be successful in obtaining or maintaining necessary rights to our product candidates through acquisitions and in-licenses.

We currently have rights to the intellectual property, through licenses from third parties and under patents that we own, to develop our product candidates. Because our programs may require the use of proprietary rights held by third parties, the growth of our business will depend in part on our ability to acquire, in-license or use these proprietary rights. We may be unable to acquire or in-license any compositions, methods of use, processes or other third-party intellectual property rights from third parties that we identify as necessary for our product candidates. The licensing and acquisition of third-party intellectual property rights is a competitive area, and a number of more established companies are also pursuing strategies to license or acquire third-party intellectual property rights that we may consider attractive. These established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third-party intellectual property rights on terms that would allow us to make an appropriate return on our investment.

We have collaborated with U.S. academic institutions and may in the future collaborate with U.S. and foreign academic institutions to accelerate our preclinical research or development under written agreements with these institutions. These institutions may provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Regardless of such option, we may be unable to negotiate a license within the specified timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to other parties, potentially blocking our ability to pursue our program.

If we are unable to successfully obtain rights to required third-party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of that program and our business and financial condition could suffer.

We may fail to comply with any of our obligations under existing or future agreements pursuant to which we license or have otherwise acquired intellectual property rights or technology, which could result in the loss of rights or technology that are material to our business.

We are party to various agreements that we depend on to operate our business, including intellectual property rights relating to GRANITE, SLATE and CORAL, in particular, our agreement with Arbutus. Our rights to use currently licensed intellectual property or intellectual property to be licensed in the future are subject to the continuation of and our compliance with the terms of these agreements. Disputes may arise regarding our rights to intellectual property licensed to us from a third party, including but not limited to:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- the sublicensing of patent and other rights;
- our diligence obligations under the license agreement and what activities satisfy those diligence obligations;
- the ownership of inventions and know-how resulting from the creation or use of intellectual property by us, alone or with our licensors and collaborators;
- the scope and duration of our payment obligations;
- our rights upon termination of such agreement; and
- the scope and duration of exclusivity obligations of each party to the agreement.

If disputes over intellectual property and other rights that we have licensed or acquired from third parties prevent or impair our ability to maintain our current license agreements on acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates. If we fail to comply with our obligations under current or future license agreements, these agreements may be terminated or the scope of our rights under them may be reduced and we might be unable to develop, manufacture or market any product that is licensed under these agreements.

We may be subject to claims that we have wrongfully hired an employee from a competitor or that we or our employees have wrongfully used or disclosed alleged confidential information or trade secrets of their former employers.

As is common in the biotechnology and biopharmaceutical industries, in addition to our employees, we engage the services of consultants to assist us in the development of our product candidates. Many of these consultants, and many of our employees, were previously employed at, or may have previously provided or may be currently providing consulting services to, other biotechnology or biopharmaceutical companies including our competitors or potential competitors. Although we try to ensure that our employees and consultants do not use the proprietary information or know-how of others in their work for us, we may become subject to claims that we, our employees or a consultant inadvertently or otherwise used or disclosed trade secrets or other information proprietary to their former employers or their former or current clients. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, which could adversely affect our business. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to our management team.

We may be subject to claims challenging the inventorship or ownership of our patents and other intellectual property.

We may also be subject to claims that former employees, collaborators or other third parties have an ownership interest in our patents or other intellectual property. In addition, we may face claims by third parties that our agreements with employees, contractors or consultants obligating them to assign intellectual property to us are ineffective or in conflict with prior or competing contractual obligations of assignment, which could result in ownership disputes regarding intellectual property we have developed or will develop and interfere with our ability to capture the commercial value of such intellectual property. Litigation may be necessary to defend against

these and other claims challenging inventorship or ownership. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Such an outcome could have a material adverse effect on our business. Even if we are successful in defending against such claims, litigation could result in substantial costs and distraction to management and other employees.

If we do not obtain patent term extension for our product candidates, our business may be materially harmed.

Depending upon the timing, duration and specifics of FDA marketing approval of GRANITE, SLATE, CORAL or any future immunotherapy candidates, one or more of our U.S. patents may be eligible for limited patent term restoration under the Drug Price Competition and Patent Term Restoration Act of 1984, also known as the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. The Hatch-Waxman Act allows a maximum of one patent to be extended per FDA approved product as compensation for the patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only those claims covering such approved drug product, a method for using it or a method for manufacturing it may be extended. Patent term extension may also be available in certain foreign countries upon regulatory approval of our product candidates. However, we may not be granted an extension because of, for example, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or restoration or the term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our revenue could be reduced, possibly materially.

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 registered or unregistered trademarks or trade names may be challenged, infringed, circumvented or 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, which we need to build name recognition among potential partners or customers in our markets of interest. At times, competitors may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. We may license our trademarks and trade names to third parties, such as distributors. Though these license agreements may provide guidelines for how our trademarks and trade names may be used, a breach of these agreements or misuse of our trademarks and trade names by our licensees may jeopardize our rights in or diminish the goodwill associated with our trademarks and trade names. Our efforts to enforce or protect our proprietary rights related to trademarks, trade names, trade secrets, domain names, copyrights or other intellectual property may be ineffective and could result in substantial costs and diversion of resources and could adversely affect our financial condition or results of operations.

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

Our patent rights may be affected by developments or uncertainty in U.S. or ex-U.S. patent statutes, patent case laws in USPTO rules and regulations or in the rules and regulations of ex-U.S. patent offices. There are a number of changes to the U.S. patent laws that may have a significant impact on our ability to protect our technology and enforce our intellectual property rights. For example, on September 16, 2011, the Leahy-Smith America Invents Act (Leahy-Smith Act) was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law. These include provisions that affect the way patent applications will be prosecuted and may also affect patent litigation. In particular, under the Leahy-Smith Act, the United States transitioned in March 2013 to a "first to file" system in which the first inventor to file a patent application will be entitled to the patent. Third parties are allowed to submit prior art before the issuance of a patent by the USPTO, and may become involved in post-grant proceedings including opposition, derivation, reexamination, inter partes review or interference proceedings challenging our patent rights or the patent rights of others. An adverse determination in any such submission, proceeding or litigation could reduce the scope or enforceability of, or invalidate, our patent rights, which could adversely affect our competitive position. This could have a negative impact on some of our intellectual property and could increase uncertainties surrounding obtaining and enforcement or defense of our issued patents. In addition, Congress may pass patent reform legislation that is unfavorable to us. The Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents we might obtain in the future.

Similarly, statutory or judicial changes to the patent laws of other countries may increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents.

We may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting and defending all current and future patents in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but enforcement is not as strong as that in the United States. These products may compete with our product candidates, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

The legal systems of many foreign countries do not favor the enforcement of patents and other intellectual property protection, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights. For example, some foreign countries have compulsory licensing laws under which a patent owner must grant licenses to third parties. In addition, some countries limit the enforceability of patents against third parties, including government agencies or government contractors. In these countries, patents may provide limited or no benefit. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

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

The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process. Periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents and/or applications will be due to be paid to the USPTO and various governmental patent agencies outside of the United States in several stages over the lifetime of the patents and/or applications. We employ reputable professionals and rely on such third parties to help us comply with these requirements and effect payment of these fees with respect to the patents and patent applications that we own, and if we license intellectual property we may have to rely upon our licensors to comply with these requirements and effect payment of these fees with respect to any patents and patent applications that we license. 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. However, there are situations in which noncompliance can result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, competitors might be able to enter the market earlier than would otherwise have been the case.

Intellectual property rights do not necessarily address all potential threats to our competitive advantage.

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 or permit us to maintain our competitive advantage. For example:

- others may be able to make individualized cancer immunotherapies that are similar to ours but that are not covered by the claims of the patents that we own or have exclusively licensed;
- we or our licensors or future collaborators might not have been the first to make the inventions covered by the issued patents or pending patent applications that we own or have exclusively licensed;
- we or our licensors or future collaborators might not have been the first to file patent applications covering certain of our inventions;

- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- it is possible that our pending patent applications will not lead to issued patents;
- issued patents that we own or have exclusively licensed may be held invalid or unenforceable, as a result of legal challenges by our competitors;
- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable; and
- the patents of others may have an adverse effect on our business.

Should any of these events occur, they could significantly harm our business, results of operations and prospects.

Risks Related to Government Regulation

Even if we obtain regulatory approval for a product candidate, our products will remain subject to regulatory scrutiny.

If one or more of our product candidates is approved, each will be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record-keeping, conduct of post-marketing studies, and submission of safety, efficacy, and other post-market information, including both federal and state requirements in the United States and requirements of comparable foreign regulatory authorities.

Manufacturers and manufacturers' facilities are required to comply with extensive FDA and comparable foreign regulatory authority requirements, including ensuring that quality control and manufacturing procedures conform to cGMP or similar regulations. As such, we and our contract manufacturers will be subject to continual review and inspections to assess compliance with cGMP or similar regulations and adherence to commitments made in any approved marketing application. Accordingly, we and others with whom we work must continue to expend time, money, and effort in all areas of regulatory compliance, including manufacturing, production, and quality control.

We will have to comply with requirements concerning advertising and promotion for our products. Promotional communications with respect to prescription drugs and biologics are subject to a variety of legal and regulatory restrictions and must be consistent with the information in the product's approved label. As such, we may not promote our products "off-label" for indications or uses for which they do not have approval. The holder of an approved application must submit new or supplemental applications and obtain approval for certain changes to the approved product, product labeling, or manufacturing process. We could also be asked to conduct post-marketing clinical studies to verify the safety and efficacy of our products in general or in specific patient subsets. An unsuccessful post-marketing study or failure to complete such a study could result in the withdrawal of marketing approval.

If a regulatory agency discovers previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product is manufactured, or disagrees with the promotion, marketing or labeling of a product, such regulatory agency may impose restrictions on that product or us, including requiring withdrawal of the product from the market. If we fail to comply with applicable regulatory requirements, a regulatory agency or enforcement authority may, among other things:

- issue warning letters;
- impose civil or criminal penalties;
- suspend or withdraw regulatory approval;
- suspend any of our clinical studies;

- refuse to approve pending applications or supplements to approved applications submitted by us;
- impose restrictions on our operations, including closing our contract manufacturers' facilities; or
- seize or detain products, or require a product recall.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response and could generate negative publicity. Any failure to comply with ongoing regulatory requirements may significantly and adversely affect our ability to commercialize and generate revenue from our products. If regulatory sanctions are applied or if regulatory approval is withdrawn, the value of our company and our operating results will be adversely affected.

Moreover, the policies of the FDA and of other regulatory authorities 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 or executive action, either in the United States or abroad. For example, the CARES Act made a number of changes to the Federal Food, Drug and Cosmetic Act aimed at preventing drug shortages. Similarly, the FDA has issued a number of guidance documents describing the agency's expectations for how drug manufacturers should comply with various FDA requirements during the pandemic, including with respect to conducting clinical trials, distributing drug samples, and reporting post-marketing adverse events. Moreover, as a result of the COVID-19 pandemic, there has been increasing political and regulatory scrutiny of foreign-sourced drugs and foreign drug supply chains, resulting in proposed and enacted legislative and executive actions, including Executive Orders, to incentivize or compel drug manufacturing operations to relocate to the United States. It is not clear how these changes and proposals could impact our business. 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 be subject to enforcement action and we may not achieve or sustain profitability.

We may seek orphan drug designation for certain future product candidates, but we may be unable to obtain such designations or to maintain the benefits associated with orphan drug designation, including market exclusivity, which may cause our revenue, if any, to be reduced.

We may pursue orphan drug designation for certain of our future product candidates. Under the Orphan Drug Act, the FDA may designate a drug or biologic product as an orphan drug if it is intended to treat a rare disease or condition, defined as a patient population of fewer than 200,000 in the United States, or a patient population greater than 200,000 in the United States where there is no reasonable expectation that the cost of developing the drug will be recovered from sales in the United States. In the European Union, the European Commission, on the basis of a scientific opinion by the EMA's Committee for Orphan Medicinal Products (COMP), grants orphan drug designation to promote the development of products that are intended for the diagnosis, prevention, or treatment of a life-threatening or chronically debilitating condition affecting not more than five in 10,000 persons in the European Union. Additionally, designation is granted for products intended for the diagnosis, prevention, or treatment of a life-threatening, seriously debilitating or serious and chronic condition when, without incentives, it is unlikely that sales of the drug in the European Union would be sufficient to justify the necessary investment in developing the drug or biological product. In any event, orphan designation is granted only if there is no satisfactory method of diagnosis, prevention, or treatment, or, if such a method exists, the medicine must be of significant benefit to those affected by the condition. It is no longer necessary to obtain orphan designation in the UK before an application for marketing authorization is made, and the criteria will be assessed by the MHRA, at the time of assessment of the application for marketing authorization. The criteria in the UK are similar to those in the EU.

In the United States, orphan drug designation entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax credits for certain clinical trial costs, and application fee waivers. In addition, if an orphan-designated product receives the first FDA approval for the indication for which it has orphan designation (meaning that FDA has not previously approved a drug considered the same drug for same orphan condition), the product is entitled to orphan drug exclusivity. If there is a previously approved same drug for the same orphan condition, to obtain orphan exclusivity, the sponsor of the subsequent drug must demonstrate clinical superiority over the previously approved same drug. If granted, orphan exclusivity means the FDA may not approve any other application to market the same drug for the same disease or condition for a period of seven years, except in limited circumstances, such as a showing of clinical superiority over the product with orphan exclusivity or where the manufacturer is unable to assure sufficient product quantity to meet the needs of the orphan patient population. In the European Union, orphan drug designation entitles a party to financial incentives such as reduction of fees or fee waivers and ten years of market exclusivity following drug or biological product approval, subject to the positive outcome of the reassessment of the continued compliance with the orphan designation criteria at the time of approval. This period may be reduced to six years if the orphan drug designation criteria are no longer met at the end of the fifth year since grant of the approval, including where it is shown that the product is sufficiently profitable not to justify

maintenance of market exclusivity. Moreover, upcoming legislative reforms in the European Union may result in a reduction of market exclusivity periods for orphan medicinal products and/or imposition of additional requirements for grant of such exclusivity. In the UK, if the criteria for orphan designation are met at the time of assessment of the marketing authorization, the applicant is entitled to a fee reduction and ten years of market exclusivity. The terms of market exclusivity, and possibility for the period to be reduced, are similar to those in the EU.

Even if we obtain orphan drug designation for a product candidate, we may not be the first to obtain marketing approval for the product candidate for any particular orphan indication due to the uncertainties associated with developing novel biologic products. Further, even if we obtain orphan drug exclusivity for a product candidate, that exclusivity may not effectively protect the product from competition because different drugs can be approved for the same condition. Even after an orphan drug is approved, the FDA or foreign regulatory authorities can subsequently approve the same drug with the same active moiety for the same condition if the FDA or foreign regulatory authorities concludes that the later drug is clinically superior in that it is safer, more effective, or makes a major contribution to patient care. Orphan drug designation neither shortens the development time or regulatory review time of a drug or biologic nor gives the drug or biologic any advantage in the regulatory review or approval process.

A fast track designation by the FDA, even if granted for any of our product candidates, may not lead to a faster development or regulatory review or approval process, and does not increase the likelihood that our product candidates will receive marketing approval.

We have received fast track designation for GRANITE for the treatment of colorectal cancer, and we may seek such designation for some or all of our other product candidates. If a drug or biologic, in our case, is intended for the treatment of a serious or life-threatening disease or condition and the biologic demonstrates the potential to address unmet medical needs for this disease or condition, the biologic sponsor may apply for FDA fast track designation. The sponsor of a fast track product candidate has opportunities for more frequent interactions with the applicable FDA review team during product development; and, once a BLA is submitted, the product candidate may be eligible for priority review. A fast track product candidate may also be eligible for rolling review, where the FDA may consider for review sections of the BLA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the BLA, the FDA agrees to accept sections of the BLA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the BLA. The FDA has broad discretion whether or not to grant this designation. Even if we believe a particular product candidate is eligible for this designation, we cannot guarantee that the FDA would grant it. Even if we do receive fast track designation, we may not experience a faster development process, review or approval compared to conventional FDA procedures. The FDA may withdraw fast track designation if it believes that the designation is no longer supported by data from our clinical development program.

Some of our product candidates may require a pediatric development, which may delay our regulatory approvals and ultimately our commercial licensure.

The RACE for Children Act enacted in the U.S. in August 2017 and the European Pediatric Regulation implemented in 2007 as well as similar legislation in the UK may require us to develop our products in pediatric cancer patients. Pediatric cancers are rare, mutational burden is usually low in pediatric tumors and our approach may not be suited for children with cancer, or it may be difficult and slow to accrue children with cancers in our clinical trials. We may incur delays in meeting potential regulatory obligations or require additional investments to fulfill our regulatory commitments, and ultimately may be found non-compliant if we cannot deliver pediatric data within the agreed timelines. This could lead to delays in regulatory approval and ultimately commercial licensure of our GRANITE or SLATE products.

Enacted and future healthcare legislation may increase the difficulty and cost for us to obtain marketing approval of and commercialize our product candidates and may affect the prices we may set.

In the United States, the European Union and other jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes and proposed changes to the healthcare system that could affect our future results of operations. In particular, there have been and continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs and improve the quality of healthcare. For example, in March 2010, the ACA was enacted, which substantially changed the way healthcare is financed by both governmental and private payors. Among the provisions of the ACA, those of greatest importance to the pharmaceutical and biotechnology industries include the following:

- an annual, non-deductible fee payable by any entity that manufactures or imports certain branded prescription drugs and biologic agents (other than those designated as orphan drugs), which is apportioned among these entities according to their market share in certain government healthcare programs;

- a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer's Medicaid rebate liability;
- a licensure framework for follow on biologic products;
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research; and
- establishment of a Center for Medicare and Medicaid Innovation at the Centers for Medicare & Medicaid Services, or CMS, to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

Furthermore, the expansion of the 340B Drug Discount Program through the ACA has increased the number of purchasers who are eligible for significant discounts on branded drugs. Several drug manufacturers have commenced litigation, which remains ongoing, challenging the legality of contract pharmacy arrangements under the 340B Drug Discount Program, which may affect the way in which manufacturers are required to extend the 340B Drug Discount Program prices to covered entities, including through contract pharmacies. There are also ongoing challenges regarding the implementation of the 340B Drug Discount Program Administrative Dispute Resolution Process, which is in part intended to resolve claims by covered entities that they have been overcharged for covered outpatient drugs by manufacturers. The nature of the current Administrative Dispute Resolution Process, and the outcomes of these court cases, may have a material adverse impact on our revenue should we participate in the 340B Drug Discount Program after receiving approval for our product candidates.

Since its enactment, there have been judicial, Congressional, and executive branch challenges to certain aspects of the ACA. On June 17, 2021, the U.S. Supreme Court dismissed the most recent judicial challenge to the ACA brought by several states without specifically ruling on the constitutionality of the ACA. Prior to the Supreme Court's decision, President Biden issued an executive order to initiate a special enrollment period for purposes of obtaining health insurance coverage through the ACA marketplace, which began on February 15, 2021 and remained open through August 15, 2021. The executive order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. It is unclear how other healthcare reform measures of the Biden administration will impact our business.

In addition, other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, led to aggregate reductions of Medicare payments to providers of 2% per fiscal year. These reductions went into effect in April 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through fiscal year 2031, with the exception of a temporary suspension from May 1, 2020 through March 31, 2022, unless additional action is taken by Congress. Under current legislation, the actual reduction in Medicare payments will vary from 1% in 2022 to up to 4% in the first six months of the final fiscal year of this sequester. In January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These new laws or any other similar laws introduced in the future may result in additional reductions in Medicare and other health care funding, which could negatively affect our customers and accordingly, our financial operations. For example, Congress is currently considering a number of bills relating to drug pricing, including bills that would impose rebate obligations for Medicare (and potentially other utilization) for price increases greater than the rate of inflation, require drug pricing negotiations in Medicare, redesign the Part D benefit to lower patient costs and overall spending, and introduce enhanced transparency measures into drug pricing. In particular, the Build Back Better Act introduces drug pricing reforms that would, among other things, allow the federal government to negotiate prices for some high-cost drugs covered under Medicare Parts B and D, introduce inflationary rebates on certain Medicare Part B and Medicare Part D drugs to support limits on drug price increases in Medicare and private insurance, redesign the structure of the Part D benefit, and require payment of rebates on covered outpatient drugs that are paid for by a state Children's Health Insurance Program.

Moreover, payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. For example, CMS may develop new payment and delivery models, such as bundled payment models. In addition, recently there has been heightened

governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several U.S. Congressional inquiries, hearings and proposed and enacted federal legislation and rules, as well as Executive Orders, designed to, among other things, reduce or limit the prices of drugs and make them more affordable for patients, such as by tying the prices that Medicare reimburses for physician-administered drugs to the prices of drugs in other countries, reform the structure and financing of Medicare Part D pharmaceutical benefits, including through increasing manufacturer contributions to offset Medicare beneficiary costs, bring more transparency to drug pricing rationale and methodologies (including, for example, by requiring drug manufacturers to disclose planned drug price increases and the rationales for such increases), implement data collection and reporting under Section 204 of Title II of Division BB of the Consolidated Appropriations Act, 2021, which requires, among other things, health plans and issuers to disclose rebates, fees, and other remuneration provided by drug manufacturers related to certain pharmaceutical products, enable the government to negotiate prices for drugs covered under Medicare, including H.R. 3 which passed the House, revise rules associated with the calculation of Medicaid Average Manufacturer Price and Best Price, including the removal of the current statutory 100% of Average Manufacturer Price per-unit cap on Medicaid rebate liability for single source and innovator multiple source drugs effective as of January 1, 2024 under the American Rescue Plan Act of 2021, which may significantly affect the amount of rebates paid on prescription drugs under Medicaid and the prices that are required to be charged to covered entities under the 340B Drug Discount Program, and facilitate the importation of certain lower-cost drugs from other countries. In July 2021, President Biden issued an Executive Order pertaining to drug pricing, which expressed support for legislation allowing direct negotiation in Medicare Part D and inflationary rebates, and directed various executive branch agencies to take actions to lower drug prices and promote generic competition, including directing FDA to support and work with states and Indian Tribes to develop importation plans to import prescription drugs from Canada. The Executive Order required the Secretary of Health and Human Services to develop a comprehensive plan for addressing drug prices. The plan was released on September 9, 2021, and it includes support for legislative and administrative actions that would improve affordability, access and competition, and foster scientific innovation. We expect that additional U.S. federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that the U.S. federal government will pay for healthcare products and services, which could result in reduced demand for our product candidates or additional pricing pressures.

Individual states in the United States have also 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. Legally mandated price controls on payment amounts by third-party payors or other restrictions could harm our business, results of operations, financial condition and prospects. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other healthcare programs. This could reduce the ultimate demand for our product candidates or put pressure on our product pricing.

In the European Union and UK, similar political, economic and regulatory developments may affect our ability to profitably commercialize our product candidates, if approved. In addition to continuing pressure on prices and cost containment measures, legislative developments at the European Union or member state level may result in significant additional requirements or obstacles that may increase our operating costs. The delivery of healthcare in the European Union, including the establishment and operation of health services and the pricing and reimbursement of medicines, is almost exclusively a matter for national, rather than European Union, law and policy. National governments and health service providers have different priorities and approaches to the delivery of health care and the pricing and reimbursement of products in that context. In general, however, the healthcare budgetary constraints in most European Union member states have resulted in restrictions on the pricing and reimbursement of medicines by relevant health service providers. Coupled with ever-increasing European Union and national regulatory burdens on those wishing to develop and market products, this could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability to commercialize our product candidates, if approved. In markets outside of the United States and European Union, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies. Moreover, upcoming legislative and policy changes in the European Union may further impact the price and reimbursement status of our products in the future.

Our business operations and current and future relationships with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers will be subject to applicable healthcare regulatory laws, which could expose us to penalties.

Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers, may expose us to broadly applicable fraud and abuse and other healthcare laws and

regulations. These laws may constrain the business or financial arrangements and relationships through which we conduct our operations, including how we research, market, sell and distribute our product candidates, if approved. Such laws include:

- the U.S. federal Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or providing any remuneration (including any kickback, bribe, or certain rebates), directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, lease, order or recommendation of, any good, facility, item or service, for which payment may be made, in whole or in part, under any U.S. federal healthcare program, such as Medicare and 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;
- the U.S. federal civil and criminal false claims and civil monetary penalties laws, including the civil False Claims Act, which prohibit, among other things, including through civil whistleblower or qui tam actions, individuals or entities from knowingly presenting, or causing to be presented, to the U.S. federal government, claims for payment or approval that are false or fraudulent, knowingly making, using or causing to be made or used, a false record or statement material to a false or fraudulent claim, or from knowingly making a false statement to avoid, decrease or conceal an obligation to pay money to the U.S. federal government. In addition, the government may assert that a claim including items and services resulting from a violation of the U.S. federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act;
- HIPAA, which imposes criminal and civil liability for, among other things, knowingly and willfully executing, or attempting to execute, 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 U.S. federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the healthcare fraud statute implemented under HIPAA or specific intent to violate it in order to have committed a violation;
- the Food, Drug and Cosmetic Act, which prohibits, among other things, the adulteration or misbranding of drugs, biologics and medical devices;
- the U.S. Public Health Service Act, which prohibits, among other things, the introduction into interstate commerce of a biological product unless a biologics license is in effect for that product;
- the U.S. Physician Payments Sunshine Act and its implementing regulations, which requires certain manufacturers of drugs, devices, biologics and medical supplies that are reimbursable under Medicare, Medicaid, or the Children's Health Insurance Program, with specific exceptions, to report annually to the government information related to certain payments and other transfers of value to physicians (as defined by statute), certain non-physician practitioners 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;
- analogous U.S. state laws and regulations, including: state anti-kickback and false claims laws, which may apply to our business practices, including but not limited to, research, distribution, sales and marketing arrangements and claims involving healthcare items or services reimbursed by any third-party payor, including private insurers; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the U.S. federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws and regulations that require drug manufacturers to file reports relating to pricing and marketing information, which requires tracking gifts and other remuneration and items of value provided to healthcare professionals and entities; and state and local laws requiring the registration of pharmaceutical sales representatives;
- the U.S. Foreign Corrupt Practices Act of 1977, as amended, which prohibits, among other things, U.S. companies and their employees and agents from authorizing, promising, offering, or providing, directly or indirectly, corrupt or improper payments or anything else of value to foreign government officials, employees of public international organizations and foreign government owned or affiliated entities, candidates for foreign political office, and foreign political parties or officials thereof; and

- similar healthcare laws and regulations in the European Union and other jurisdictions, including reporting requirements detailing interactions with and payments to healthcare providers.

Ensuring that our internal operations and future business arrangements with third parties comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations, agency guidance or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of the laws described above or any other governmental laws and regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, exclusion from government-funded healthcare programs, such as Medicare and Medicaid or similar programs in other countries or jurisdictions, integrity oversight and reporting obligations to resolve allegations of non-compliance, disgorgement, individual imprisonment, contractual damages, reputational harm, diminished profits and the curtailment or restructuring of our operations. If any of the physicians or other providers or entities with whom we expect to do business are found not to be in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs and imprisonment, which could affect our ability to operate our business. Further, defending against any such actions can be costly, time-consuming and may require significant personnel resources. Therefore, even if we are successful in defending against any such actions that may be brought against us, our business may be impaired.

Risks Related to Our Common Stock

Our stock price is volatile, and you may not be able to resell shares of our common stock at or above the price you paid.

The trading price of our common stock is highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control. These factors include those discussed in this “Risk Factors” section of this report and others such as:

- results from, and any delays in, our clinical trials for GRANITE, SLATE, CORAL or any other future clinical development programs, including public misperception of the results of our trials;
- announcements by academic or other third parties challenging the fundamental premises underlying our approach to treating cancer and infectious disease and/or biopharmaceutical product development;
- announcements of regulatory approval or disapproval of our current or any future product candidates;
- failure or discontinuation of any of our research and development programs;
- manufacturing setbacks or delays of or issues with the supply of the materials for our personalized immunotherapy candidate;
- announcements relating to future licensing, collaboration or development agreements, including the early termination or failure of an existing strategic collaboration;
- delays in the commercialization of our current or any future product candidates;
- public misperception regarding the use of our therapies;
- acquisitions and sales of new products, technologies or businesses;
- quarterly variations in our results of operations or those of our current or future competitors;
- changes in earnings estimates or recommendations by securities analysts;

- announcements by us or our competitors of new products, significant contracts, commercial relationships, acquisitions or capital commitments;
- developments with respect to intellectual property rights;
- our commencement of, or involvement in, litigation;
- changes in financial estimates or guidance, including our ability to meet our future revenue and operating profit or loss estimates or guidance;
- any major changes in our board of directors or management;
- new legislation, particularly in the United States, relating to the sale or pricing of pharmaceuticals;
- FDA or other U.S. or foreign regulatory actions affecting us or our industry;
- product liability claims or other litigation or public concern about the safety of our product candidates;
- market conditions in the biopharmaceutical and biotechnology sectors, particularly as a result of the volatility in the market caused by the COVID-19 pandemic; and
- general economic conditions in the United States and abroad.

In addition, the stock markets in general, and the markets for biopharmaceutical and biotechnology stocks in particular, have experienced extreme volatility that may have been unrelated to the operating performance of any particular issuer. These broad market fluctuations may adversely affect the trading price or liquidity of our common stock. In the past, when the market price of a stock has been volatile, holders of that stock have sometimes instituted securities class action litigation against the issuer. If any of our stockholders were to bring such a lawsuit against us, we could incur substantial costs defending the lawsuit, and the attention of our management would be diverted from the operation of our business.

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

We may choose to raise additional capital in the future, depending on market conditions, strategic considerations and operational requirements. For example, we have issued and may continue to issue shares in our “at the market offering” program or other registered offerings under the 2019 Shelf Registration Statement, and we have issued shares pursuant to the First PIPE Financing and the Second PIPE Financing transactions entered into in December 2020 and September 2021. To the extent that additional capital is raised through the issuance of shares of common stock or other securities convertible into shares of common stock, our stockholders will be diluted. In addition, future issuances of our common stock or other equity securities (or securities convertible into our common stock or other equity securities), or the perception that such sales may occur, could adversely affect the trading price of our common stock and impair our ability to raise capital through future offerings of shares or other securities.

Sales of a substantial number of shares of our common stock in the public market could cause our stock price to fall.

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our common stock in the public market, the trading price of our common stock could decline. As of December 31, 2021, we have a total of 69,047,878 shares of common stock outstanding, as well as approximately 17.0 million shares underlying pre-funded warrants and approximately 5.9 million shares of common stock that are subject to outstanding options, restricted stock units or other equity awards. If these additional shares of common stock are sold, or if it is perceived that they will be sold, in the public market, the trading price of our common stock could decline.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

We have incurred substantial losses during our history and do not expect to become profitable in the near future, and we may never achieve profitability. To the extent that we continue to generate taxable losses, unused losses will carry forward to offset a portion of future taxable income, if any, until such unused losses expire, if ever. Under Sections 382 and 383 of the Internal Revenue Code of

1986, as amended (IRC), if a corporation undergoes an “ownership change,” generally defined as a greater than 50 percentage point change (by value) in its equity ownership by certain stockholders over a three-year period, the corporation’s ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes (such as research and development tax credits) to offset its post-change income or taxes may be limited. Any equity financing transactions, private placements and other transactions that occur within a three-year testing period may trigger additional ownership changes, which could further limit our use of such tax attributes. Any such limitations, whether as a result of prior or future offerings of our common stock or sales of common stock by existing stockholders, could have an adverse effect on our results of operations in our future years.

Provisions in our charter documents and under Delaware law could discourage a takeover that stockholders may consider favorable and may lead to entrenchment of management.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could delay or prevent changes in control or changes in our management without the consent of our board of directors. These provisions include the following:

- a classified board of directors with three-year staggered terms, which may delay the ability of stockholders to change the membership of a majority of our board of directors;
- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our board of directors to elect a director to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- the ability of our board of directors to authorize the issuance of shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquiror;
- the ability of our board of directors to alter our amended and restated bylaws without obtaining stockholder approval;
- the required approval of at least 66 2/3% of the shares entitled to vote at an election of directors to adopt, amend or repeal our amended and restated bylaws or repeal the provisions of our amended and restated certificate of incorporation regarding the election and removal of directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- the requirement that a special meeting of stockholders may be called only by our chief executive officer or president or by the board of directors, which may delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders’ meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror’s own slate of directors or otherwise attempting to obtain control of us.

We are also subject to the anti-takeover provisions contained in Section 203 of the Delaware General Corporation Law. Under Section 203, a corporation may not, in general, engage in a business combination with any holder of 15% or more of its capital stock unless the holder has held the stock for three years or, among other exceptions, the board of directors has approved the transaction.

Our amended and restated certificate of incorporation and our amended and restated bylaws provide for an exclusive forum in the Court of Chancery of the State of Delaware and in the U.S. federal district courts for certain 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 and our amended and restated bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. The exclusive forum provision will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. In addition, our amended and restated certificate of incorporation provides that the U.S. federal district courts are the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Our exclusive forum provision will not relieve us of our duties to comply with the federal securities laws and the rules and regulations thereunder, and our stockholders will not be deemed to have waived our compliance with these laws, rules and regulations.

The choice of forum provision 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 such lawsuits against us and our directors, officers and other employees and result in increased costs for investors to bring a claim.

General Risk Factors

If securities or industry analysts do not publish research or reports about our business, 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 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 issue an adverse or misleading opinion regarding us, our business model, our intellectual property or our stock performance, or if our clinical trials and operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us 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.

We incur substantial costs as a result of operating as a public company, and our management devotes substantial time to governance and compliance matters. We may fail to comply with the rules that apply to public companies, including Section 404 of the Sarbanes-Oxley Act of 2002, which could result in sanctions or other penalties that would harm our business.

We incur significant legal, accounting and other expenses as a public company, including costs resulting from public company reporting obligations under the Exchange Act and regulations regarding corporate governance practices. The listing requirements of the Nasdaq Global Select Market and the rules of the SEC require that we satisfy certain corporate governance requirements relating to director independence, filing annual and interim reports, stockholder meetings, approvals and voting, soliciting proxies, conflicts of interest and a code of conduct, among other requirements. Our management and other personnel devote a substantial amount of time to ensure that we comply with all of these requirements. Moreover, the reporting requirements, rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. Any changes we make to comply with these obligations may not be sufficient to allow us to satisfy our obligations as a public company on a timely basis, or at all. These reporting requirements, rules and regulations, coupled with the increase in potential litigation exposure associated with being a public company, could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors or board committees or to serve as executive officers, or to obtain certain types of insurance, including directors' and officers' insurance, on acceptable terms or at all.

As a public company, we are subject to Section 404 of the Sarbanes-Oxley Act of 2002 (Section 404) and the related rules of the SEC, which generally require our management and independent registered public accounting firm to report on the effectiveness of our internal control over financial reporting. However, for so long as we remain an emerging growth company as defined in the JOBS Act, we intend to take advantage of certain exemptions from various reporting requirements that are applicable to public companies that are not emerging growth companies, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404. Once we are no longer an emerging growth company or, if prior to such date, we opt to no longer take advantage of the applicable exemption, we will be required to include an opinion from our independent registered public accounting firm on the effectiveness of our internal controls over financial reporting. We will remain an emerging growth company until the earlier of (1) December 31, 2023, (2) the last day of the fiscal year in which we have total annual gross revenue of at least \$1.07 billion, (3) the last day of the fiscal year in which we are deemed to be a large accelerated filer, which means the market value of our common stock that is held by non-affiliates exceeds \$700.0 million as of the prior June 30th or (4) the date on which we have issued more than \$1.0 billion in non-convertible debt during the prior three-year period.

In order to provide the reports required by these rules we must conduct reviews and testing of our internal controls. During the course of our review and testing, we may identify deficiencies and be unable to remediate them before we must provide the required reports. Furthermore, if we have a material weakness in our internal controls over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated. We or our independent registered public accounting firm may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting, which could harm our operating results, cause investors to lose confidence in our reported financial information and cause the trading price of our stock to fall. In addition, as a public company we are required to file accurate and timely quarterly and annual reports with the SEC under the Exchange Act. In order to report our results of operations and financial statements on an accurate and timely basis, we will depend on third party vendors to provide timely and accurate notice of their costs to us. Any failure to report our financial results on an accurate and timely basis could result in sanctions, lawsuits, delisting of our shares from the Nasdaq Global Select Market or other adverse consequences that would materially harm to our business.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that we will indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law.

In addition, as permitted by Section 145 of the Delaware General Corporation Law, our amended and restated bylaws and our indemnification agreements that we have entered into with our directors and officers provide that:

- We will indemnify our directors and officers for serving us in those capacities, or for serving other business enterprises at our request, to the fullest extent permitted by Delaware law. Delaware law provides that a corporation may indemnify such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the registrant and, with respect to any criminal proceeding, had no reasonable cause to believe such person's conduct was unlawful.
- We may, in our discretion, indemnify employees and agents in those circumstances where indemnification is permitted by applicable law.
- We are required to advance expenses, as incurred, to our directors and officers in connection with defending a proceeding, except that such directors or officers shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification.
- We will not be obligated pursuant to our amended and restated bylaws to indemnify a person with respect to proceedings initiated by that person against us or our other indemnitees, except with respect to proceedings authorized by our board of directors or brought to enforce a right to indemnification.
- The rights conferred in our amended and restated bylaws are not exclusive, and we are authorized to enter into indemnification agreements with our directors, officers, employees and agents and to obtain insurance to indemnify such persons.
- We may not retroactively amend our amended and restated bylaw provisions to reduce our indemnification obligations to directors, officers, employees and agents.

We do not currently intend to pay dividends on our common stock, and, consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.

We do not currently intend to pay any cash dividends on our common stock for the foreseeable future. We currently intend to invest our future earnings, if any, to fund our growth. Therefore, you are not likely to receive any dividends on your common stock for the foreseeable future. Since we do not intend to pay dividends, your ability to receive a return on your investment will depend on any

future appreciation in the market value of our common stock. There is no guarantee that our common stock will appreciate or even maintain the price at which our holders have purchased it.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

Our corporate headquarters are currently located at 5959 Horton Street, Emeryville, California, comprising approximately 34,569 square feet of office and laboratory space. The initial lease term for the 5959 Horton lease expires on November 30, 2029 and we have an option to extend the lease term for two consecutive additional terms of 5 years. We also lease an aggregate of 28,600 square feet of space in two Cambridge, Massachusetts facilities, including (i) the lease of approximately 13,900 square feet of office and laboratory space, the term of which expires in April 2025, as the result of our exercise of an option to extend, and (ii) the lease of approximately 14,700 square feet of office and laboratory space, the term of which expires in January 2023, as the result of our agreeing to an extension.

We lease a manufacturing facility in Pleasanton, California, where we occupy approximately 42,600 square feet of space. The current term of our lease expires in November 2024, with an option to extend the term through November 2029. We also lease an additional space in Pleasanton, California, where we occupy approximately 3,223 square feet of general office space. The current term of the lease expires in November 2024.

In addition, we have entered into a lease to occupy a newly-built facility in Boston, Massachusetts, comprising approximately 73,495 square feet of office and laboratory space. We expect to take occupancy of this facility in 2023.

For additional information on all our properties, see “Leases” in Note 6 to our consolidated financial statements.

We believe that our existing facilities are sufficient for our needs for the immediate future and that, with our new facility in Boston, our facilities will meet the anticipated needs of our business in the medium term. As we continue to grow the business, we may lease additional or alternate space, and we believe suitable additional or alternative space will be available in the future on commercially reasonable terms.

Item 3. Legal Proceedings.

From time to time, we may become involved in litigation or other legal proceedings. We are not currently a party to any litigation or legal proceedings that, in the opinion of our management, are likely to have a material adverse effect on our business. Regardless of outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

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

Our common stock has been listed on the Nasdaq Global Select Market under the symbol "GRTS" since September 28, 2018. Prior to that date, there was no public trading market for our common stock.

Holders of Common Stock

As of March 7, 2022, there were 20 holders of record of our common stock. Because many of our shares of common stock are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of beneficial owners of our common stock represented by these record holders.

Dividend Policy

We have never declared or paid any cash dividends on our common stock or any other securities. We anticipate that we will retain all available funds and future earnings, if any, for use in the operation of our business and do not anticipate paying cash dividends in the foreseeable future. In addition, future debt instruments may materially restrict our ability to pay dividends on our common stock. Payment of future cash dividends, if any, will be at the discretion of the board of directors after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, the requirements of current or then-existing debt instruments and other factors the board of directors deems relevant.

Performance Graph

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide this information.

Recent Sales of Unregistered Securities

Not applicable.

Use of Proceeds

Not applicable.

Issuer Purchases of Equity Securities

Not applicable.

Item 6. [Reserved]

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

You should read the following discussion and analysis of our financial condition and results of operations together with our audited financial statements and the related notes thereto included elsewhere in this Annual Report on Form 10-K. This discussion and analysis, and other parts of this report, contain forward-looking statements, including, but not limited to, statements related to the potential of our therapeutic programs. Such forward-looking statements involve substantial risks and uncertainties that could cause our research and clinical development programs, future results, performance or achievements to differ significantly from those expressed or implied by the forward-looking statements, including interim results obtained may differ from those at completion of the studies and clinical trials. Such risks and uncertainties include, among others, the uncertainties inherent in the drug development process, including our programs’ early stage of development, the process of designing and conducting preclinical and clinical trials, the regulatory approval processes, the timing of regulatory filings, the challenges associated with manufacturing drug products, our ability to successfully establish, protect and defend its intellectual property and other matters that could affect the sufficiency of existing cash to fund operations. Our actual results could differ materially from those discussed in these forward-looking statements. For a further description of the risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to our business in general, see the section titled “Risk Factors” included elsewhere in this Annual Report on Form 10-K. These forward-looking statements speak only as of the date hereof. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason.

Overview

We discover, develop, manufacture, and deliver next generation cancer and infectious disease immunotherapy candidates with the aim of improving patient outcomes and eliminating disease. The immune system sits at the nexus of many diseases, and manipulation of the immune system has enormous potential to drive transformational therapeutic and preventative benefits. Our approach seeks to generate a potent therapeutic or protective immune response by leveraging insights into the immune system’s ability to recognize and destroy diseased cells and eliminate virally-infected cells. Our programs are built on two key platforms, the first being our proprietary Gritstone EDGE™ artificial intelligence platform, which enables us to identify antigens that can be recognized by the immune system with a high degree of accuracy. The second platform is our potent, flexible, vaccine platform, which we have engineered to deliver selected immunogens to the patient’s immune system to drive the destruction of tumors or virally-infected cells. We accomplish this by leveraging our two proprietary vaccine vectors, self-amplifying mRNA (samRNA) and chimpanzee adenovirus (ChAd), which we have optimized to deliver immunogens selected by EDGE™ to the immune system. We utilize these “mix and match” vectors in a variety of ways, including as a heterologous prime-boost (one vector followed by the other) or homologous prime-boost (use the same vector twice). Our proprietary and synergistic technologies enable us to build robust and distinct pipelines in oncology and infectious disease. Additionally, our in-house manufacturing capabilities enable us to drive down both cost and production time, as well as maintain control over intellectual property and product quality of our products.

The table below summarizes key information about our clinical-stage pipeline.

Program	Phase	Status	Indication(s)	Collaborator	Commercial Rights
GRANITE	1/2	Enrollment Complete; Treatment Ongoing	Early stage & advanced solid tumors	NA	Gritstone
GRANITE	2/3	1Q 2022 Initiation	MSS-CRC* first line maintenance	NA	Gritstone
GRANITE	2	1Q 2022 Initiation	MSS-CRC adjuvant	NA	Gritstone
SLATE	1/2	Complete	p53, KRAS Advanced Solid Tumors	NA	Gritstone
SLATE	2	Enrollment Ongoing; Treatment Ongoing	KRAS ^{mut}	NA	Gritstone
CORAL	1	Enrolling	COVID-19 naïve & booster	NIAID, IDCRC	Gritstone
CORAL	1	Enrolling	COVID-19 booster (60+)	NA	Gritstone
CORAL	1	1Q 2022 Initiation	COVID-19 immunocompromised	NA	Gritstone
CORAL	1	1Q 2022 Initiation	COVID-19 in South Africa (naïve, convalescent, HIV+)	CEPI	Gritstone
HIV	1	4Q 2021 IND Cleared	HIV treatment/cure	Gilead Sciences	Gilead

*MSS-CRC = microsatellite stable colorectal cancer

Funding Sources

We have funded our operations to date primarily through private placements of our convertible preferred stock, the sale of our common stock in public offerings and under our “at-the-market” offering program, private placements of our common stock and pre-funded warrants and with proceeds received from our collaboration arrangements. We also have received targeted funding from charitable foundations. We do not expect to generate revenue from any product candidates that we develop until we obtain regulatory

approval for one or more of such product candidates and commercialize our products or enter into additional collaboration agreements with third parties. Substantially all of our net losses have resulted from costs incurred in connection with our research and development programs and from general and administrative costs associated with our operations. Our programs will require substantial additional development time and resources before we (or our collaboration partners) would be able to apply for or receive regulatory approvals and begin generating revenue from product sales. In addition, we incur substantial costs associated with operating as a public company. We also do not yet have a sales organization or commercial infrastructure and, accordingly, we will incur significant expenses to develop a sales organization or commercial infrastructure in advance of generating any commercial product sales. As a result, we will need substantial additional capital to support our operating activities.

We currently anticipate that we will seek to fund our operations through equity or debt financings or other sources, such as additional collaboration agreements we may enter into with third parties. Adequate funding may not be available to us on acceptable terms, or at all, particularly in light of the current COVID-19 pandemic and associated economic uncertainty and potential local and/or global economic recession. If sufficient funds on acceptable terms are not available when needed, we will be required to significantly reduce our operating expenses and delay, reduce the scope of, or eliminate one or more of our development programs. See “Liquidity and Capital Resources” below and Note 2 to the consolidated financial statements and related notes included elsewhere for additional information.

Manufacturing is a vital component of our platform approach to immunotherapy, and we have invested significantly in our manufacturing facility, which opened in November 2017. Until December 2019, we used a hybrid approach to manufacture our individualized immunotherapy, wherein certain elements of our product candidates were manufactured on an outsourced basis at qualified third-party contract manufacturing organizations (CMOs) and other elements of our product candidates were manufactured internally. Beginning in March 2020, we internalized the majority of the outsourced elements of the manufacturing process for our programs.

Since we commenced operations in August 2015, we have invested a significant portion of our efforts and financial resources in research and development activities and establishing our manufacturing facility. We have had significant operating losses since our inception, and we do not expect positive cash flows from operations in the foreseeable future (for additional information, see “Liquidity” in Note 1 to our consolidated financial statements). We do not have any products approved for sale. We expect to continue to incur net operating losses for at least the next several years as we advance our product candidates through clinical development, seek regulatory approval, prepare for and, if approved, proceed to commercialization, continue our research and development efforts and invest in our manufacturing facility.

Following our IPO, in April 2019, we completed an underwritten public offering and sold and issued an aggregate of 6,500,000 shares of common stock at a price to the public of \$11.50 per share. We received aggregate net proceeds from the offering of approximately \$69.7 million, after deducting underwriting discounts and commissions and offering costs.

In October 2019, we (i) filed a shelf registration statement on Form S-3 (the 2019 Shelf Registration Statement), with the SEC covering up to \$250.0 million of common stock, preferred stock, debt securities, warrants and units, and (ii) entered into a Sales Agreement with Cowen and Company, LLC (Cowen), for an “at-the market” \$75.0 million in shares of our common stock (ATM Offering Program). Through December 31, 2021, we have received aggregate proceeds from our ATM Offering Program of \$50.0 million, net of commissions and offering costs. During the year ended December 31, 2021, we issued and sold 3,990,869 shares of our common stock through our ATM Offering Program and received net proceeds of approximately \$36.6 million. We have \$22.9 million available under the 2019 Shelf Registration Statement for the ATM Offering Program as of December 31, 2021.

In December 2020, we entered into private placement transactions, pursuant to which we sold (i) an aggregate of 5,543,351 shares of common stock at a per share purchase price of \$3.34, (ii) pre-funded warrants to purchase an aggregate of 27,480,719 shares of common stock, each with an exercise price of \$3.34 per share of common stock (of which \$3.33 per share was pre-paid by each purchaser), and (iii) an aggregate of 4,043,127 shares of common stock at a per share purchase price of \$3.71. The aggregate gross cash proceeds to us for the securities sold in these private placements was \$125.0 million, and related costs were \$5.7 million.

On September 16, 2021, we entered into a Securities Purchase Agreement, pursuant to which we issued and sold, in an unregistered offering in reliance on an exemption from registration, an aggregate of 5,000,000 shares of common stock, par value \$0.0001 per share, at a per share purchase price of \$11.00 per share. We received aggregate gross proceeds of \$55.0 million.

COVID-19 Update

The COVID-19 pandemic has placed strains on the providers of healthcare services, including the healthcare institutions where we conduct our clinical trials. These strains have resulted in institutions prohibiting the initiation of new clinical trials, slowing or halting enrollment in existing trials and restricting the on-site monitoring of clinical trials. Our operations have not been materially impacted by

the COVID-19 pandemic. However, we have experienced slowing of patient recruitment and sample collection in our ongoing clinical trials. Additionally, as a result of the COVID-19 pandemic, competition for potential patients in our trials may be further exaggerated as a result of multiple clinical site closures. To date, the COVID-19 pandemic has not materially affected our supply chain or production schedule, but further escalation of the health crisis has the potential to cause delays in our supply chain and manufacturing operations, which could materially adversely impact our business.

We have not experienced any material disruptions in our supply chain necessary to conduct our ongoing clinical trials. In response to the COVID-19 pandemic, we have implemented heightened health and safety measures designed to comply with applicable federal, state and local guidelines. In particular, we transitioned to a flexible work environment, allowing employees who can work from home effectively to do so. We are further supporting all of our employees by leveraging virtual meeting and messaging technology and by encouraging employees to follow local health authority guidance. As the pandemic continues to evolve, we may need to undertake additional actions that could impact our operations if required by applicable laws or regulations or if we determine such actions to be in the best interests of our employees.

Components of Our Operating Results

Collaboration and License, Grant and Contribution Revenue

To date, we have not generated any revenue from product sales and do not expect to generate any revenue from product sales for the foreseeable future. For the years ended December 31, 2021, 2020 and 2019, we recognized \$48.2 million, \$4.0 million and \$4.4 million, respectively, of revenue from the 2seventy Agreement, the Gilead Collaboration Agreement, another small collaboration agreement, and the grant agreement with CEPI. See Note 7 to our consolidated financial statements for additional information.

In the future, we will continue to recognize revenue from the 2seventy Agreement and the Gilead Collaboration Agreement and may generate revenue from product sales or other collaboration agreements, strategic alliances and licensing arrangements. We expect that our revenue will fluctuate from quarter-to-quarter and year-to-year as a result of the timing and amount of license fees, milestones, reimbursement of costs incurred and other payments and product sales, to the extent that any are successfully commercialized. If we fail to complete the development of our product candidates in a timely manner or obtain regulatory approval for them, our ability to generate future revenue, and our results of operations and financial position, would be materially adversely affected.

Operating Expenses

Research and Development Expenses

Since our inception, we have focused significant resources on our research and development activities, including conducting preclinical studies, manufacturing development efforts and related development activities for our product candidates.

Research and development activities account for a significant portion of our operating expenses. Research and development costs are expensed as incurred. These costs include:

- External research and development expenses, including:
- Expenses incurred under arrangements with third parties, including clinical research organizations, or CROs, preclinical testing organizations, CMOs, academic and non-profit institutions and consultants;
- Fees related to our license agreements;
- Internal research and development expenses, including:
- Headcount-related expenses, including salaries, payroll taxes, benefits, non-cash stock-based compensation and travel, for employees contributing to research and development activities, including the costs associated with the development of our EDGE™ platform; and
- Other expenses, which include direct and allocated expenses for laboratories, facilities and other costs.

In 2019, we reimbursed Arbutus for materials and personnel costs totaling \$0.4 million and recorded \$3.0 million as research and development expenses in connection with the milestone under the Arbutus License Agreement. In 2020, we recorded the upfront payment of \$2.0 million under the 2020 Genevant License Agreement as research and development expenses. In 2021, we recorded the \$1.5 million upfront and \$1.0 million milestone payments under the 2021 Genevant License Agreement as research and development expenses.

We expect our research and development expenses to increase substantially in the future as we continue to advance our product candidates into and through clinical studies and pursue regulatory approval. Conducting the necessary clinical studies to obtain regulatory approval is costly and time-consuming, and such clinical studies generally become larger and more costly to conduct as they advance into later stages. The successful development of our product candidates is highly uncertain. The actual probability of success for our product candidates may be affected by a variety of risks and uncertainties associated with drug development, including those set forth in the section entitled “Risk Factors” included in Part II, Section 1A and elsewhere in this report.

The following table summarizes our research and development expenses by program and category (in thousands):

	Year Ended December 31,	
	2021	2020
GRANITE program external expenses	\$ 11,962	\$ 10,875
SLATE program external expenses	3,706	6,747
CORAL program external expenses	4,879	2,067
Other program external research and development expenses	26,362	22,721
Personnel-related expenses ⁽¹⁾	34,138	29,764
Other unallocated research and development expenses	16,443	16,469
Total research and development expenses	\$ 97,490	\$ 88,643

⁽¹⁾ Personnel-related expenses include stock-based compensation expense of \$6.6 million and \$4.5 million for the years ended December 31, 2021 and 2020, respectively.

We do not track internal related expenses on a program-by-program basis, because our research and development employees and infrastructure resources are utilized across our development programs.

General and Administrative Expenses

Our general and administrative expenses consist primarily of salaries and related costs, including payroll taxes, benefits, non-cash stock-based compensation and travel. Other general and administrative expenses include legal costs of pursuing patent protection of our intellectual property, and professional service fees for auditing, tax and general legal services. We expect our general and administrative expenses to continue to increase in the future as we expand our operating activities and prepare for potential commercialization of our current and future product candidates, increase our headcount and support our operations as a public company, including increased expenses related to legal, accounting, regulatory and tax-related services associated with maintaining compliance with requirements of the Nasdaq Global Select Market and the SEC, directors and officers liability insurance premiums and investor relations activities. Allocated expenses consist of rent expenses related to our office and research and development facilities, depreciation and other allocated costs not otherwise included in research and development expenses.

Interest Income, Net

Interest income, net, consists primarily of interest income and investment income earned on our cash, cash equivalents and marketable securities.

Results of Operations

Comparison of the Years Ended December 31, 2021 and 2020

The following table sets forth the significant components of our results of operations (in thousands):

	Year Ended December 31,		Change
	2021	2020	
Revenues:			
Collaboration and license revenues	\$ 46,717	\$ 3,462	\$ 43,255
Grant revenues	1,497	575	922
Total revenues	48,214	4,037	44,177
Operating expenses:			
Research and development	97,490	88,643	8,847
General and administrative	25,933	21,411	4,522
Total operating expenses	123,423	110,054	13,369
Loss from operations	(75,209)	(106,017)	30,808
Interest income, net	127	703	(576)
Net loss	\$ (75,082)	\$ (105,314)	\$ 30,232

Collaboration and License, Grant and Contribution Revenues

Collaboration and licenses revenues were \$46.7 million and \$3.5 million for the years ended December 31, 2021 and 2020, respectively. During the year ended December 31, 2021, we recorded \$38.6 million in license revenue and \$5.1 million in collaboration revenue related to the Gilead Collaboration Agreement, and \$3.0 million in collaboration revenue related to the 2seventy Agreement. Contribution revenue was \$1.5 million and \$0.6 million for the years ended December 31, 2021 and 2020, respectively. During the year ended December 31, 2021, we recognized \$1.5 million of grant revenue from the CEPI Funding Agreement. See Note 7 to our consolidated financial statements for additional information.

Research and Development Expenses

Research and development expenses were \$97.5 million for the year ended December 31, 2021 compared to \$88.6 million for the year ended December 31, 2020. The increase of \$8.8 million for the year ended December 31, 2021 was primarily due to increases in personnel-related expenses and clinical trial expenses. Personnel-related costs increased by \$4.9 million, as a direct result of our increased research and development headcount. Outside services and consultants increased by \$6.3 million, as a result of clinical trials and preclinical testing, including additional temporary personnel to carry out the research and development activities. Milestone and license payments increased by \$0.7 million reflecting payments to Genevant Sciences GmbH. These increases were partially offset by a decrease of \$3.1 million in laboratory supplies and consumables.

General and Administrative Expenses

General and administrative expenses were \$25.9 million for the year ended December 31, 2021 compared to \$21.4 million for the year ended December 31, 2020. The increase of \$4.5 million was primarily attributable to a \$1.5 million increase in personnel-related costs as we expanded our headcount, a \$1.6 million increase in outside services for legal, finance, recruiting and other professional services to support our ongoing operations and operate as a public company and \$1.0 million in professional services expenses due to costs incurred in the Gilead Collaboration Agreement. Facility-related expenses increased by \$0.4 million to accommodate our increased general and administrative personnel.

Interest Income, Net

Interest income, net was \$0.1 million for the year ended December 31, 2021 compared to \$0.7 million for the year ended December 31, 2020. The income for both years represents interest and investment income from cash, cash equivalents and marketable securities. The decrease of \$0.6 million was due to a lower average cash, cash equivalents and marketable securities balance in 2021 than in 2020.

Comparison of the Years Ended December 31, 2020 and 2019

The following table sets forth the significant components of our results of operations (in thousands):

	Year Ended December 31,		Change
	2020	2019	
Revenues:			
Collaboration and license revenues	\$ 3,462	\$ 4,365	\$ (903)
Grant revenues	575	—	575
Total revenues	4,037	4,365	(328)
Operating expenses:			
Research and development	88,643	82,896	5,747
General and administrative	21,411	19,409	2,002
Total operating expenses	110,054	102,305	7,749
Loss from operations	(106,017)	(97,940)	(8,077)
Interest income, net	703	3,507	(2,804)
Net loss	\$ (105,314)	\$ (94,433)	\$ (10,881)

Collaboration and License and Contribution Revenues

Collaboration revenue was \$3.5 million and \$4.4 million for the years ended December 31, 2020 and 2019, respectively. The \$0.9 million decrease was due to less required FTEs to complete the required research work under the 2seventy Agreement during 2020. Contribution revenue is related to \$0.6 million cash proceeds received from a philanthropic institution, which was restricted and was to be spent in accordance with the contribution agreement. All of the contribution grant was spent in accordance with the contribution agreement and therefore recognized as revenue as of December 31, 2020.

Research and Development Expenses

Research and development expenses were \$88.6 million for the year ended December 31, 2020 compared to \$82.9 million for the year ended December 31, 2019. The increase of \$5.7 million for the year ended December 31, 2020 was primarily due to increases in personnel-related expenses and expenses related to in-house laboratory supplies and consumables and facilities expenses. Personnel-related costs increased by \$5.4 million, as a direct result of our increased research and development headcount. Outside services and consultants decreased by \$4.3 million for clinical trials, preclinical testing and contract manufacturing expansion. In-house expenses for laboratory supplies and consumables increased by \$0.8 million and reflect our increased research and development personnel and manufacturing expansion. Facility-related expenses increased by \$4.8 million to accommodate our manufacturing expansion and increased research and development personnel. Milestone and license payments decreased by \$1.0 million, reflecting a \$3.0 million payment made in 2019 under the Arbutus License Agreement upon the achievement of certain milestones and a \$2.0 million in-licensing payment made in 2020 under our new agreement with Genevant Sciences GmbH.

General and Administrative Expenses

General and administrative expenses were \$21.4 million for the year ended December 31, 2020 compared to \$19.4 million for the year ended December 31, 2019. The increase of \$2.0 million was primarily attributable to a \$1.4 million increase in personnel-related costs as we expanded our headcount, and a \$0.3 million increase in outside services for legal, finance, recruiting and other professional services to support our ongoing operations and operate as a public company. Facility-related expenses increased by \$0.2 million to accommodate our increased general and administrative personnel.

Interest Income, Net

Interest income, net was \$0.7 million for the year ended December 31, 2020 compared to million \$3.5 million for the year ended December 31, 2019. The income for both years represents interest and investment income from cash, cash equivalents and marketable securities. The decrease of \$2.8 million was due to a lower average cash, cash equivalents and marketable securities balance in 2020 than in 2019.

Liquidity and Capital Resources

Sources of Liquidity

From our inception through December 31, 2021, we have funded our operations primarily through sales of our convertible preferred stock, sales of our common stock in public offerings and under our ATM Offering Program, the private placement of our common stock and pre-funded warrants, and our collaborations, including with the receipt of proceeds from the 2seventy Agreement and the Gilead Collaboration Agreement. As of December 31, 2021, we had cash, cash equivalents, and marketable securities of \$206.3 million and an accumulated deficit of \$401.4 million, compared to cash, cash equivalents, and marketable securities of \$171.1 million and an accumulated deficit of \$326.3 million as of December 31, 2020. We expect that, as of December 31, 2021 our cash will enable us to fund our current and planned operating expenses and capital expenditures for at least the next 12 months from the date of the filing of this report.

In October 2019, we filed the 2019 Shelf Registration Statement, covering the offering of up to \$250.0 million of common stock, preferred stock, debt securities, warrants and units, including the sale and issuance of up to \$75.0 million in shares of our common stock to be issued, from time to time, in our ATM Offering Program. Through December 31, 2021, we have received aggregate proceeds from our ATM Offering Program of \$50.0 million, net of commissions and offering costs. We have \$22.9 million available under the 2019 Shelf Registration Statement for our ATM Offering Program as of December 31, 2021.

In December 2020, we completed a private placement of securities (the First PIPE Financing, pursuant to which we sold (i) an aggregate of 5,543,351 shares of common stock at a per share purchase price of \$3.34, (ii) pre-funded warrants to purchase an aggregate of 27,480,719 shares of common stock at a price per warrant share of \$3.34 per share of common stock (of which \$3.33 per share was pre-paid by each purchaser), and (iii) an aggregate of 4,043,127 shares of common stock at a per share purchase price of \$3.71. The aggregate gross cash proceeds to us for the securities sold in the First PIPE Financing was \$125.0 million, and related costs were \$5.7 million.

In September 2021, we completed a second private placement of securities (the Second PIPE Financing), pursuant to which we sold an aggregate of 5,000,000 shares of common stock at a per share purchase price of \$11.00. The aggregate gross cash proceeds to us for the securities sold in the Second PIPE Financing was \$55.0 million, and related costs were \$2.3 million.

In February 2021, we received a non-refundable upfront payment of \$30.0 million under the Gilead Collaboration Agreement and \$30.0 million under the Gilead Stock Purchase Agreement.

In September 2021, we received an upfront payment of \$11.3 million under the CEPI Funding Agreement.

Future Funding Requirements

We do not expect positive cash flows from operations in the foreseeable future. Historically, we have incurred operating losses as a result of ongoing efforts to develop our cancer immunotherapy candidates, including conducting ongoing research and development, clinical and preclinical studies and providing general and administrative support for these operations. We do not have any products approved for sale, and we do not expect to generate any meaningful revenue unless and until we obtain regulatory approval of and commercialize any of our current and future product candidates and/or enter into additional significant collaboration or grant agreements with third parties, and we do not know when, or if, either will occur. We expect to continue to incur net operating losses for at least the next several years and we expect the losses to increase as we advance our CORAL, GRANITE, and SLATE programs, as well as any future product candidates, through clinical development, seek regulatory approval, prepare for and, if approved, proceed to commercialization, continue our research and development efforts and invest in our manufacturing facility. We are subject to all the risks typically related to the development of new product candidates, and we may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. Moreover, we incur substantial costs associated with operating as a public company. We anticipate that we will need substantial additional funding in connection with our continuing operations.

Until we can generate a sufficient amount of revenue from the commercialization of immunotherapy product candidates or from additional significant collaboration or license agreements with third parties, if ever, we expect to finance our future cash needs through private and public equity offerings, including our ATM Offering Program, debt financings, and potential future collaboration, license and development agreements. Additional capital may not be available on reasonable terms, if at all. If we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of one or more of our current or future product candidates. If we raise additional funds by issuing equity or convertible debt securities, it could result in dilution to our existing stockholders and increased fixed payment obligations. In addition, as a condition to providing additional funds to us, future investors may demand, and may be granted, rights superior to those of existing stockholders. If we incur indebtedness, we could become subject to covenants that would restrict our operations and

potentially impair our competitiveness, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. Additionally, any future collaborations we enter into with third parties may provide capital in the near term, but we may have to relinquish valuable rights to our product candidates or grant licenses on terms that are not favorable to us. Any of the foregoing could significantly harm our business, financial condition and prospects.

Since our inception, we have incurred significant losses and negative cash flows from operations. We have an accumulated deficit of \$401.4 million through December 31, 2021. We expect to incur substantial additional losses in the future as we conduct and expand our research and development activities. We believe that our existing cash, cash equivalents and marketable securities will be sufficient to enable us to fund our projected operations through at least the next twelve (12) months from the date of this Annual Report on Form 10-K. We have based our projections of operating capital requirements on assumptions that may prove to be incorrect and we may use all our available capital resources sooner than we expect. Because of the numerous risks and uncertainties associated with research, development and commercialization of product candidates, we are unable to estimate the exact amount of our operating capital requirements. Our future capital requirements depend on many factors, including:

- the scope, progress, results and costs of developing our product candidates, and of conducting preclinical studies and clinical trials, including our clinical trials for GRANITE, SLATE and CORAL;
- potential delays in our ongoing clinical trials as a result of the COVID-19 pandemic;
- the timing of, and the costs involved in, obtaining regulatory approvals for our oncology and infectious disease immunotherapy product candidates; in particular, any costs incurred in connection with any future regulatory requirements that may be imposed by the FDA or foreign regulatory bodies;
- the number and characteristics of any additional product candidates we develop or acquire;
- the timing and amount of any milestone, royalty or other payments we are required to make pursuant to any current or future collaboration or license agreements;
- the cost of manufacturing our product candidates we successfully commercialize, including the cost of scaling up our internal manufacturing operations;
- the cost of building a sales force in anticipation of product commercialization;
- the cost of commercialization activities, including building a commercial infrastructure, marketing, sales and distribution costs;
- our ability to maintain existing, and establish new, strategic collaborations, licensing or other arrangements and the financial terms of any such agreements, including the timing and amount of any future milestone, royalty or other payments due under any such agreement;
- any product liability or other lawsuits related to our products;
- the costs to attract, hire and retain skilled personnel;
- the costs associated with being a public company;
- the costs involved in preparing, filing, prosecuting, maintaining, defending and enforcing our intellectual property portfolio; and
- the timing, receipt and amount of sales of any future approved products, if any.

A change in the outcome of any of these or other variables with respect to the development of any of our current and future product candidates could significantly change the costs and timing associated with the development of that product candidate. Furthermore, our operating plans may change in the future, and we will need additional funds to meet operational needs and capital requirements associated with such operating plans.

Cash Flows

The following table sets forth a summary of the primary sources and uses of cash for each of the periods presented below (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Cash used in operating activities	\$ (50,678)	\$ (89,102)	\$ (85,011)
Cash provided by (used in) investing activities	(118,553)	65,949	15,841
Cash provided by financing activities	108,760	135,801	74,395
Net increase (decrease) in cash and cash equivalents	\$ (60,471)	\$ 112,648	\$ 5,225

Cash Used in Operating Activities

During the year ended December 31, 2021, cash used in operating activities was \$50.7 million, which consisted of a net loss of \$75.1 million, adjusted by non-cash charges of \$25.8 million and cash used due to changes in our operating assets and liabilities of \$1.4 million. The non-cash charges consisted primarily of depreciation expense of \$6.3 million, stock-based compensation of \$10.6 million, and non-cash operating lease expense of \$8.1 million. The change in our operating assets and liabilities was primarily due to decreases of \$7.9 million in lease liability, \$0.9 million in accrued and other non-current liabilities, \$3.4 million in prepaid expenses and other assets, \$0.6 million in deposits and long-term assets and \$0.4 million in accounts payable, offset by increases of \$8.6 million in deferred revenue, \$2.6 million in accrued research and development expenses, and \$0.6 million in accrued compensation.

During the year ended December 31, 2020, cash used in operating activities was \$89.1 million, which consisted of a net loss of \$105.3 million, adjusted by non-cash charges of \$21.1 million and cash used due to changes in our operating assets and liabilities of \$4.9 million. The non-cash charges consisted primarily of depreciation and amortization expense of \$6.6 million, stock-based compensation of \$7.1 million, and non-cash operating lease expense of \$7.5 million. The change in our operating assets and liabilities was primarily due to decreases of \$3.8 million in lease liability, \$2.8 million in deferred revenue, \$0.7 million in accrued research and development expenses, and \$0.9 million in prepaid expenses and other assets, offset by increases of \$0.8 million in accounts payable, \$1.7 million in accrued compensation and \$0.7 million in accrued and other non-current liabilities.

During the year ended December 31, 2019, cash used in operating activities was \$85.0 million, which consisted of a net loss of \$94.4 million, adjusted by non-cash charges of \$15.1 million and cash used due to changes in our operating assets and liabilities of \$5.7 million. The non-cash charges consisted primarily of depreciation and amortization expense of \$4.7 million, stock-based compensation of \$5.3 million, and non-cash operating lease expense of \$6.4 million. The change in our operating assets and liabilities was primarily due to a decrease of \$4.3 million as a result of the deferred revenue recorded in connection with the 2seventy Agreement, a decrease of \$3.3 million due to pre-payments made per our lease agreements, and a decrease of \$0.3 million in deposits and other long-term assets, offset by increases of \$1.5 million in accrued research and development expenses and \$0.7 million in accrued compensation.

Cash Provided by (Used in) Investing Activities

During the year ended December 31, 2021, cash used in investing activities was \$118.6 million, which consisted of \$199.9 million of purchases of marketable securities, \$5.5 million of capital expenditures to purchase property and equipment, and \$0.2 million of prepayment of financing lease, offset by \$82.2 million in proceeds from the maturity of marketable securities and \$4.8 million in proceeds from the sale of marketable securities.

During the year ended December 31, 2020, cash provided by investing activities was \$65.9 million, which consisted of \$72.9 million in proceeds from the maturity of marketable securities and \$5.4 million in proceeds from the sale of marketable securities, offset by \$8.8 million of purchases of marketable securities and \$3.5 million of capital expenditures to purchase property and equipment.

During the year ended December 31, 2019, cash provided by investing activities was \$15.8 million, which consisted of \$113.0 million in proceeds from the maturity of marketable securities, offset by \$81.0 million of purchases of marketable securities and \$16.2 million of capital expenditures to purchase property and equipment.

Cash Provided by Financing Activities

During the year ended December 31, 2021, cash provided by financing activities was \$108.8 million, which primarily consisted of proceeds from the issuance of common stock of \$55.0 million from the second PIPE financing, \$36.6 million from “at the market offering”, net of issuance costs, \$21.2 million under the Gilead Stock Purchase Agreement, \$3.4 million from the exercise of stock options, warrants and other, and \$0.9 million from the purchase of shares under our employee stock purchase plan, offset by \$8.4 million of payments of financing costs.

During the year ended December 31, 2020, cash provided by financing activities was \$135.8 million, which primarily consisted of \$125.0 million in proceeds from sale of common stock and pre-funded warrants to purchase shares of our common stock in a series of private placement transactions, \$9.8 million in proceeds from the issuance of common stock related to our “at the market offering,” \$0.9 million in proceeds from the issuance of common stock from the purchase of shares under our employee stock purchase plan, and \$0.2 million in proceeds from the exercise of stock options, offset by \$0.1 million of payments of financing costs.

During the year ended December 31, 2019, cash provided by financing activities was \$74.4 million, which primarily consisted of \$70.3 million in proceeds from the issuance of common stock in a public offering, \$4.0 million in proceeds from the issuance of common stock related to our “at the market offering,” \$0.4 million in proceeds from the issuance of common stock from the purchase of shares under our employee stock purchase plan, and \$0.5 million of proceeds from the exercise of stock options, offset by \$0.8 million of payments of financing costs.

Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements, as defined under SEC rules.

Contractual Obligations and Commitments

We lease office, laboratory and storage space in facilities at several locations in California and Massachusetts. The terms of our lease agreements have expiration dates between 2023 to 2033. The total future minimum lease payments under the agreements are \$112.0 million, of which \$9.6 million of the payments are due in the next year. See Note 6 to our consolidated financial statements.

We are party to license agreements pursuant to which we have in-licensed various intellectual property rights. The license agreements obligate us to make certain milestone payments related to achievement of specified events, as well as royalties in the low-single digits based on sales of licensed products. In August 2019, following the initial patient treatment of SLATE, we recorded \$3.0 million as research and development expense in connection with the milestone. In October 2020, we made a milestone payment of \$2.0 million pursuant to an option and license development agreement with Genevant. During the years ended December 31, 2021 and 2020, no royalties were due from the sales of licensed products. See Note 7 to our consolidated financial statements for additional information.

In September 2017, we entered into a contract research and development agreement with a third party CRO to provide research, analysis and antibody samples to further the development of our antibody drug candidates. During the years ended December 31, 2021, 2020 and 2019, we recognized an immaterial amount of research and development expense under the agreement. We are also obligated to pay the CRO certain milestone payments of up to \$36.4 million on achievement of specified events. None of these events had occurred as of December 31, 2021. We are unable to estimate the timing or likelihood of achieving the milestones. See Note 7 to our consolidated financial statements for additional information.

In May 2019, we entered into a contract research and testing agreement with a third party CRO to provide antibody discovery related services. During the year ended December 31, 2021, no research and development expense was recorded under the agreement. During the year ended December 31, 2020, we recognized an immaterial amount of research and development expense under the agreement. During the year ended December 31, 2019, we recognized a total of \$1.0 million of research and development expense under the agreement. We are also obligated to pay the CRO certain milestone payments of up to \$34.8 million on achievement of specified events. None of these events had occurred as of December 31, 2021. We are unable to estimate the timing or likelihood of achieving the milestones. See Note 7 to our consolidated financial statements for additional information.

We enter into contracts in the normal course of business with CROs for clinical trials and CMOs for clinical supply manufacturing and with vendors for preclinical research studies and other services and products for operating purposes, which generally provide for termination within 30 days of notice, and therefore are cancelable contracts and not included in the table above.

Critical Accounting Policies and Use of Estimates

This discussion and analysis of financial condition and results of operation is based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States (U.S. GAAP). The preparation of financial statements requires management to make estimates and judgments that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the financial statements and the reported amounts of expenses during the reporting period. On an ongoing basis, management evaluates its estimates, including those related to preclinical study trial accruals, fair value of assets and liabilities, and the fair value of common stock and stock-based compensation. Management bases its estimates on historical experience and on various other market-specific and relevant assumptions that management believes to be reasonable under the circumstances. Actual results could differ from those estimates.

While our significant accounting policies are more fully described in the notes to our financial statements, we believe that the following accounting policies are critical to the process of making significant judgments and estimates in the preparation of our financial statements and understanding and evaluating our reported financial results.

Revenue Recognition

We perform research and development under collaboration, license, grant, and clinical development agreements. Our revenue primarily consists of collaboration agreements and grant funding agreements. At contract inception, we analyze a revenue arrangement to determine the appropriate accounting under U.S. GAAP. Currently, our revenue arrangements represent customer contracts within the scope of ASC Topic 606, Revenue from Contracts with Customers (Topic 606) (ASC 606) or grant funding agreements subject to the contribution guidance in ASC Topic 958-605, Not-for-Profit Entities – Revenue Recognition (ASC 958-605), which applies to business entities that receive contributions within the scope of ASC 958-605.

For collaboration agreements, we analyze each agreement to assess whether such arrangements involve joint operating activities performed by parties that are both active participants in the activities and exposed to significant risks and rewards dependent on the commercial success of such activities. This assessment is performed throughout the life of the arrangement based on changes in the responsibilities of all parties in the arrangement. For collaboration arrangements that are considered to be in the scope of the collaboration guidance and that contain multiple elements, we first determine which elements of the collaboration are deemed to be within the scope of the collaboration guidance and those that are more reflective of a vendor-customer relationship and, therefore, within the scope of the revenue with contracts with customer guidance. For elements of collaboration arrangements that are accounted for pursuant to the revenue from contracts with customer guidance, an appropriate recognition method is determined and applied consistently, generally by analogy to the revenue from contracts with customers guidance.

The terms of the collaboration and license agreements entered into typically include payment of one or more of the following: non-refundable, up-front fees; development, regulatory, and commercial milestone payments; payments for manufacturing supply services; and royalties on net sales of licensed products. Each of these payments results in license, collaboration, and other revenues, except for revenues from royalties on net sales of licensed products, which are classified as royalty revenues. The core principle of the accounting for revenue from contracts with customers guidance is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received in exchange for those goods or services.

In determining the appropriate amount of revenue to be recognized as we fulfill our obligations under each of our agreements, we perform the following steps: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations based on estimated selling prices; and (v) recognition of revenue when (or as) we satisfy each performance obligation.

Amounts received prior to satisfying the revenue recognition criteria are recorded as deferred revenue in our consolidated balance sheets. If the related performance obligation is expected to be satisfied within the next twelve (12) months this will be classified in current liabilities. Amounts recognized as revenue prior to receipt are recorded as contract assets in our consolidated balance sheets. If we expect to have an unconditional right to receive consideration in the next twelve (12) months, this will be classified in current assets. A net contract asset or liability is presented for each contract with a customer.

At contract inception, we assess the goods or services promised in a contract with a customer and identify those distinct goods and services that represent a performance obligation. A promised good or service may not be identified as a performance obligation if it is immaterial in the context of the contract with the customer, if it is not separately identifiable from other promises in the contract (either because it is not capable of being separated or because it is not separable in the context of the contract), or if the performance obligation does not provide the customer with a material right.

We consider the terms of the contract and our customary business practices to determine the transaction price. The transaction price is the amount of consideration to which we expect to be entitled in exchange for transferring promised goods or services to a customer. The consideration promised in a contract with a customer may include fixed amounts, variable amounts, or both. Variable consideration will only be included in the transaction price when it is not considered constrained, which is when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur.

If it is determined that multiple performance obligations exist, the transaction price is allocated at the inception of the agreement to all identified performance obligations based on the relative standalone selling prices. The relative selling price for each deliverable is estimated using objective evidence if it is available. If objective evidence is not available, we use our best estimate of the selling price for the deliverable.

Revenue is recognized when, or as, we satisfy a performance obligation by transferring a promised good or service to a customer. An asset is transferred when, or as, the customer obtains control of that asset, which for a service, is considered to be as the services are received and used. We recognize revenue over time by measuring the progress toward complete satisfaction of the relevant performance obligation using an appropriate input or output method based on the nature of the good or service promised to the customer.

After contract inception, the transaction price is reassessed at every period end and updated for changes such as resolution of uncertain events. Any change in the transaction price is allocated to the performance obligations on the same basis as at contract inception.

Management may be required to exercise considerable judgment in estimating revenue to be recognized. Judgment is required in identifying performance obligations, estimating the transaction price, estimating the stand-alone selling prices of identified performance obligations, which may include forecasted revenue, development timelines, reimbursement rates for personnel costs, discount rates and probabilities of technical and regulatory success, and estimating the progress towards satisfaction of performance obligations.

For grant funding agreements, grant revenue is recognized during the period that the research and development services occur, as qualifying expenses are incurred. We concluded that payments received under these grants represent nonreciprocal contributions, as described in ASC 958, Not-for-Profit Entities, and that the grants are not within the scope of ASC 606 as the organization providing the grant does not meet the definition of a customer. Grant revenue relates primarily to the CEPI Funding Agreement (see Note 7).

Research and Development Expenses

We record research and development expenses to operations as incurred. Research and development expenses represent costs incurred by us for the discovery and development of our product candidates and the development of our technology and include: internal research and development expense, including employee-related expenses (such as salaries, benefits, travel and non-cash stock-based compensation expense); external research and development expenses incurred under arrangements with third parties, such as CROs, preclinical testing organizations, contract manufacturing organizations (CMOs), academic and non-profit institutions and consultants; license fees; other expenses, which include direct and allocated expenses for laboratory, facilities and other costs; and costs incurred related to our collaboration agreements. Costs to develop our technologies are recorded as research and development expense unless the criteria to be capitalized as internal-use software costs is met.

As part of the process of preparing financial statements, we are required to estimate and accrue expenses. We record the estimated expenses of research and development activities conducted by third-party service providers based upon the estimated amount of services provided within research and development expense in the consolidated statements of operations and comprehensive loss. These services include the conduct of clinical and preclinical studies, contract manufacturing activities and consulting services. Payments made prior to the receipt of goods or services to be used in research and development are deferred and recognized as expense in the period in which the related goods are received or services are realized or consumed. If the costs have been prepaid, this expense reduces the prepaid expenses in the consolidated balance sheets, and if not yet invoiced, the costs are included in accrued liabilities in the consolidated balance sheets. These costs are a significant component of our research and development expenses. We record amortization of prepaid expenses or accrued expenses for these costs based on the estimated amount of work completed and in accordance with agreements established with these third parties. Such payments are evaluated for current or long-term classification based on when they will be realized.

Costs for certain research and development activities are recognized based on an evaluation of the progress to completion of specific tasks. We estimate the amount of work completed through discussions with internal personnel and external service providers as to the progress or stage of completion of the services and the agreed-upon fee to be paid for such services. We make judgments and estimates in determining the accrued balance in each reporting period. As actual costs become known, we adjust our accrued estimates. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and

timing of services performed may vary from our estimates and could result in us reporting amounts that are too high or too low in any particular period. Our accrued expenses are dependent, in part, upon the receipt of timely and accurate reporting from external CROs, CMOs, and other third-party service providers. To date, we have not experienced material differences between our accrued expenses and actual expenses.

Leases

We determine whether the arrangement is or contains a lease at the inception of the arrangement and if such a lease is classified as a financing lease or operating lease. Leases with a term greater than one year are recognized on the consolidated balance sheets as right-of-use assets, lease liabilities and, if applicable, long-term lease liabilities. Lease liabilities and their corresponding right-of-use assets are recorded based on the present value of lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable. As such, we utilize the appropriate incremental borrowing rate, which is the rate incurred to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. We derived our incremental borrowing rate by assessing rates in recent market transactions, as adjusted for security interests and our credit quality. Certain adjustments to the right-of-use asset may be required for items such as initial direct costs paid or incentives received and impairment charges if we determine the right-of-use asset is impaired.

JOBS Act

We are an emerging growth company under the Jumpstart Our Business Startups Act of 2012. As an emerging growth company, we may delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have nonetheless irrevocably elected not to avail ourselves of this exemption and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

We will remain an emerging growth company until the earliest of (1) December 31, 2023, (2) the last day of the fiscal year in which we have total annual gross revenue of at least \$1.07 billion, (3) the last day of the fiscal year in which we are deemed to be a “large accelerated filer” as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock held by non-affiliates exceeded \$700.0 million as of the last business day of the second fiscal quarter of such year or (4) 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

Refer to “Note 2. Summary of Significant Accounting Policies” to our audited financial statements for a discussion of recent accounting pronouncements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Interest Rate Sensitivity

We are exposed to market risk related to changes in interest rates. We had cash, cash equivalents and marketable securities of \$206.3 million as of December 31, 2021, which consisted primarily of money market funds and marketable securities, largely composed of investment grade, short-term and long-term fixed income securities.

The primary objective of our investment activities is to preserve capital to fund our operations. We also seek to maximize income from our investments without assuming significant risk. To achieve our objectives, we maintain a portfolio of investments in a variety of securities of high credit quality and short-term duration, according to our board-approved investment charter.

Our investments are subject to interest rate risk and could fall in value if market interest rates increase. A hypothetical 10% relative change in interest rates during any of the periods presented would not have had a material impact on our financial statements.

Item 8. Financial Statements and Supplementary Data

**Gritstone bio, Inc.
Index to Financial Statements**

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of
Gritstone bio, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Gritstone bio, Inc. (“the Company”) as of December 31, 2021 and 2020, the related consolidated statements of operations and comprehensive loss, stockholders’ equity and cash flows for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021 in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the 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 financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company’s auditor since 2016.

Redwood City, California
March 10, 2022

Gritstone bio, Inc.
Consolidated Balance Sheets

(In thousands, except share amounts and par value)

	December 31,	
	2021	2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 93,287	\$ 170,056
Marketable securities	108,346	1,002
Restricted cash	11,285	—
Prepaid expenses and other current assets	7,672	4,332
Total current assets	220,590	175,390
Long-term restricted cash	6,005	992
Property and equipment, net	21,622	22,105
Operating lease right-of-use assets	22,920	21,344
Deposits and other long-term assets	2,352	1,736
Long-term marketable securities	4,617	—
Total assets	\$ 278,106	\$ 221,567
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 4,230	\$ 9,578
Accrued compensation	6,925	6,331
Accrued liabilities	411	677
Accrued research and development expenses	3,706	1,053
Lease liabilities, current portion	7,483	5,874
Deferred revenue, current portion	17,201	3,475
Total current liabilities	39,956	26,988
Other non-current liabilities	—	395
Lease liabilities, net of current portion	18,936	19,225
Deferred revenue, net of current portion	3,128	8,220
Total liabilities	62,020	54,828
Commitments and contingencies (Notes 6 and 7)		
Stockholders' equity:		
Preferred stock, \$0.0001 par value; 10,000,000 shares authorized; no shares issued and outstanding at December 31, 2021 and 2020	—	—
Common stock, \$0.0001 par value; 300,000,000 shares authorized at December 31, 2021 and 2020; 69,047,878 and 47,552,693 shares issued and outstanding at December 31, 2021 and 2020, respectively	20	18
Additional paid-in capital	617,523	493,023
Accumulated other comprehensive gain	(73)	—
Accumulated deficit	(401,384)	(326,302)
Total stockholders' equity	216,086	166,739
Total liabilities and stockholders' equity	\$ 278,106	\$ 221,567

See accompanying notes to consolidated financial statements.

Gritstone bio, Inc.
Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share amounts)

	Year Ended December 31,		
	2021	2020	2019
Revenues:			
Collaboration and license revenues	\$ 46,717	\$ 3,462	\$ 4,365
Grant revenues	1,497	575	—
Total revenues	<u>48,214</u>	<u>4,037</u>	<u>4,365</u>
Operating expenses:			
Research and development	97,490	88,643	82,896
General and administrative	25,933	21,411	19,409
Total operating expenses	<u>123,423</u>	<u>110,054</u>	<u>102,305</u>
Loss from operations	(75,209)	(106,017)	(97,940)
Interest income, net	127	703	3,507
Net loss	(75,082)	(105,314)	(94,433)
Other comprehensive gain (loss):			
Unrealized gain (loss) on marketable securities	(73)	(24)	109
Comprehensive loss	<u>\$ (75,155)</u>	<u>\$ (105,338)</u>	<u>\$ (94,324)</u>
Net loss per share, basic and diluted	<u>\$ (0.95)</u>	<u>\$ (2.79)</u>	<u>\$ (2.81)</u>
Weighted-average number of shares used in computing net loss per share, basic and diluted	<u>78,885,186</u>	<u>37,792,365</u>	<u>33,554,823</u>

See accompanying notes to consolidated financial statements.

Gritstone bio, Inc.
Consolidated Statements of Stockholders' Equity
(In thousands, except share amounts)

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Gain (Loss)	Accumulated Deficit	Total Stockholders Equity
	Shares	Amount				
Balance at December 31, 2018	28,823,130	16	275,593	(85)	(126,402)	149,122
Cumulative effect of adoption of Topic 842	—	—	—	—	(153)	(153)
Issuance of common stock upon public offering at \$11.50 per share for cash, net of issuance costs of \$556	6,500,000	1	69,708	—	—	69,709
Issuance of common stock under at the market ("ATM") equity offering program, net of issuance costs of \$301	490,880	—	3,763	—	—	3,763
Issuance of common stock under employee stock purchase plan ("ESPP")	55,727	—	413	—	—	413
Unrealized gain on marketable securities, net of tax	—	—	—	109	—	109
Lapse of repurchase rights related to common stock issued pursuant to early exercises	182,195	—	63	—	—	63
Issuance of common stock upon exercise of stock options	281,024	—	452	—	—	452
Stock-based compensation	—	—	5,299	—	—	5,299
Net loss	—	—	—	—	(94,433)	(94,433)
Balance at December 31, 2019	36,332,956	17	355,291	24	(220,988)	134,344
Issuance of common stock under private investment in public equity ("PIPE") financing, net of issuance costs of \$1,394	9,586,478	1	32,121	—	—	32,122
Issuance of pre-funded warrants, net of issuance costs of \$3,806	—	—	87,704	—	—	87,704
Issuance of common stock under ATM equity offering program, net of issuance costs of \$104	1,160,963	—	9,670	—	—	9,670
Issuance of common stock under ESPP	243,878	—	910	—	—	910
Unrealized loss on marketable securities	—	—	—	(24)	—	(24)
Lapse of repurchase rights related to common stock issued pursuant to early exercises	30,874	—	11	—	—	11
Issuance of common stock upon exercise of stock options	197,544	—	206	—	—	206
Stock-based compensation	—	—	7,110	—	—	7,110
Net loss	—	—	—	—	(105,314)	(105,314)
Balance at December 31, 2020	47,552,693	\$ 18	\$ 493,023	\$ —	\$ (326,302)	\$ 166,739
Offering costs related to the sale of common stock and pre-funded warrants	—	—	(451)	—	—	(451)
Issuance of common stock under Sales Purchase Agreement, net of issuance costs of \$339	1,169,591	—	20,830	—	—	20,830
Issuance of common stock under the ATM equity offering program, net of issuance costs of \$124	3,990,869	—	36,595	—	—	36,595
Issuance of common stock under PIPE financing, net of issuance costs of \$2,348	5,000,000	1	52,652	—	—	52,653
Issuance of common stock under the ESPP	183,111	—	914	—	—	914
Unrealized loss on marketable securities	—	—	—	(73)	—	(73)
Issuance of common stock upon exercise of warrants	10,459,576	1	48	—	—	49
Issuance of common stock upon exercise of stock options	692,038	—	3,360	—	—	3,360
Stock-based compensation	—	—	10,552	—	—	10,552
Net loss	—	—	—	—	(75,082)	(75,082)
Balance at December 31, 2021	69,047,878	\$ 20	\$ 617,523	\$ (73)	\$ (401,384)	\$ 216,086

See accompanying notes to consolidated financial statements.

Gritstone bio, Inc.
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	2021	2020	2019
Operating activities			
Net loss	\$ (75,082)	\$ (105,314)	\$ (94,433)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	6,347	6,644	4,745
Net amortization of premiums and discounts on marketable securities	817	(122)	(1,349)
Stock-based compensation	10,552	7,110	5,299
Non-cash operating lease expense	8,052	7,511	6,382
Changes in operating assets and liabilities:			
Prepaid expenses and other current assets	(3,426)	(852)	37
Operating lease right-of-use assets	—	—	(3,328)
Deposits and other long-term assets	(614)	49	(351)
Accounts payable	(419)	826	45
Accrued compensation	593	1,731	650
Accrued and other non-current liabilities	(859)	662	9
Accrued research and development expenses	2,653	(725)	1,526
Lease liability	(7,925)	(3,801)	54
Deferred revenue	8,633	(2,821)	(4,297)
Net cash used in operating activities	<u>(50,678)</u>	<u>(89,102)</u>	<u>(85,011)</u>
Investing activities			
Purchase of marketable securities	(199,905)	(8,809)	(80,979)
Maturities of marketable securities	82,253	72,872	112,993
Sales of marketable securities	4,800	5,401	—
Purchase of property and equipment	(5,463)	(3,515)	(16,173)
Prepayments on financing lease	(238)	—	—
Net cash provided by (used in) investing activities	<u>(118,553)</u>	<u>65,949</u>	<u>15,841</u>
Financing activities			
Proceeds from issuance of common stock from public offering	21,169	—	70,265
Proceeds from issuance of common stock from PIPE financing	55,000	—	—
Proceeds from issuance of common stock upon exercise of stock options, warrants and other	3,408	198	460
Proceeds from issuance of common stock from ATM equity offering program	36,719	9,770	4,064
Proceeds from issuance of common stock under the ESPP	914	911	413
Proceeds from issuance of common stock and pre-funded warrants	—	125,026	—
Payments of financing costs	(8,394)	(104)	(807)
Payments of financing lease	(56)	—	—
Net cash provided by financing activities	<u>108,760</u>	<u>135,801</u>	<u>74,395</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	(60,471)	112,648	5,225
Cash, cash equivalents and restricted cash at beginning of period	171,048	58,400	53,175
Cash, cash equivalents and restricted cash at end of period	<u>\$ 110,577</u>	<u>\$ 171,048</u>	<u>\$ 58,400</u>
Supplemental disclosures of non-cash investing and financing information			
Property and equipment purchases accrued but not yet paid	\$ 738	\$ 316	\$ 1,232
Financing costs included in accrued liabilities and accounts payable	\$ 69	\$ 5,200	\$ —
Remeasurement of operating lease right-of-use asset for lease modification	\$ 6,452	\$ 3,174	\$ 1,878

See accompanying notes to consolidated financial statements.

1. Organization

Description of Business

Gritstone bio, Inc. (“Gritstone” or “the Company”) is a biotechnology company developing targeted immunotherapies for cancer and infectious disease. The Company was incorporated in the state of Delaware in August 2015, and is based in Emeryville, California and Cambridge, Massachusetts, with a manufacturing facility in Pleasanton, California. The Company operates in one segment.

Liquidity

The Company has incurred operating losses and has an accumulated deficit as a result of ongoing efforts to develop drug product candidates, including conducting preclinical and clinical trials and providing general and administrative support for these operations. The Company had net losses of \$75.1 million, \$105.3 million and \$94.4 million for the years ended December 31, 2021, 2020 and 2019, respectively. The Company used net cash of \$50.7 million, \$89.1 million and \$85.0 million through its operating activities for the years ended December 31, 2021, 2020 and 2019, respectively. The Company had an accumulated deficit of \$401.4 million and \$326.3 million as of December 31, 2021 and 2020, respectively. To date, none of the Company’s product candidates have been approved for sale and therefore the Company has not generated any revenue from sales of commercial products. Management expects operating losses to continue for the foreseeable future. The Company has funded its operations to date primarily through private placements of its convertible preferred stock, the sale of common stock in public offerings, under an “at the market offering” (the “ATM Offering Program”), the private placement of common stock and pre-funded warrants, and through proceeds received from its collaboration arrangements. As of December 31, 2021, the Company had cash, cash equivalents and marketable securities of \$206.3 million, which the Company believes will be sufficient to fund its planned operations for a period of at least twelve months following the filing date of this Annual Report on Form 10-K.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles (“U.S. GAAP”) and the rules and regulations of the Securities and Exchange Commission (the “SEC”) for reporting. The consolidated financial statements are comprised of the consolidation of the Company and its wholly-owned subsidiary. All intercompany balances and transactions have been eliminated in consolidation. The Company has no unconsolidated subsidiaries or investments accounted for under the equity method.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and judgments that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Management bases its estimates on historical experience and on various other market-specific and relevant assumptions that management believes to be reasonable under the circumstances. Actual results could differ from those estimates.

Fair Value of Financial Instruments

U.S. GAAP establishes a fair value hierarchy for instruments measured at fair value that distinguishes between assumptions based on market data (observable inputs) and the Company’s own assumptions (unobservable inputs). Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company’s assumptions about the inputs that market participants would use in pricing the asset or liability and are developed based on the best information available in the circumstances.

Fair value is established as the exchange price, or exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As a basis for considering market participant assumptions in fair value measurements, an established three-tier fair value hierarchy distinguishes between the following:

- Level 1 inputs are quoted prices in active markets that are accessible at the market date for identical assets or liabilities.

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- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs that reflect the Company's own assumptions about the assumptions market participants would use in pricing the assets or liability. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

To the extent that the valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised by the Company in determining fair value is greatest for instruments categorized in Level 3. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value instrument.

The carrying amounts reflected on the consolidated balance sheets for cash and cash equivalents, prepaid expenses and other current assets, accounts payable, accrued compensation and accrued liabilities approximate their fair values due to their short-term nature.

Cash, Cash Equivalents and Restricted Cash

Cash equivalents, which consist primarily of highly liquid investments with original maturities of three (3) months or less when purchased, are stated at fair value. These assets include investments in money market funds that invest in U.S. Treasury obligations and certificates of deposit, which are stated at fair value.

The Company has issued letters of credit under certain lease agreements that have been collateralized by cash deposits for an equal amount and are recorded within deposits and other long-term assets on the consolidated balance sheets based on the term of the underlying lease. Additionally, the Company's restricted cash includes payments received under the CEPI Funding Agreement and Gates Foundation Grant Agreement (see Note 7). The Company will utilize the CEPI and Gates Foundation funds as it incurs expenses for services performed under the agreements.

The following table provides a reconciliation of cash, cash equivalents and short term and long term 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 (in thousands):

	December 31,	
	2021	2020
Cash and cash equivalents	\$ 93,287	\$ 170,056
Restricted cash	11,285	—
Long-term restricted cash	6,005	992
Total cash, cash equivalents and restricted cash	<u>\$ 110,577</u>	<u>\$ 171,048</u>

Marketable Securities

The Company invests its excess cash in investment grade short-term and long-term fixed income securities. Such investments in marketable securities are considered available for sale, and reported at fair value, with unrealized gains and losses included as a component of accumulated other comprehensive income (loss). Marketable securities with maturities of greater than three (3) months from the date of purchase but less than one year from the consolidated balance sheet date are classified as short-term, while marketable securities with maturities in one year or beyond one year from the consolidated balance sheet date are classified as long term. The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity, which is included in interest income on the consolidated statements of operations and comprehensive loss. Realized gains and losses and declines in value judged to be other than temporary, if any, on available-for-sale securities are included in interest income, net. The cost of securities sold is determined using specific identification method.

The Company periodically evaluates whether declines in fair values of its marketable securities below their book value are other than temporary. This evaluation consists of several qualitative and quantitative factors regarding the severity and duration of the unrealized loss as well as the Company's ability and intent to hold the marketable security until a forecasted recovery occurs. Additionally, the Company assesses whether it has plans to sell the security or it is more likely than not it will be required to sell any marketable securities before recovery of its amortized cost basis. Factors considered include quoted market prices, recent financial

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results and operating trends, implied values from any recent transactions or offers of investee securities, credit quality of debt instrument issuers, other publicly available information that may affect the value of the marketable security, duration and severity of the decline in value, and the Company's strategy and intentions for holding the marketable security. To date, the Company has not recorded any impairment charges on its marketable securities related to other-than-temporary declines in market value. No significant facts or circumstances have arisen to indicate that there has been any significant deterioration in the creditworthiness of the issuers of the securities held by us, thus there has been no recognition of any other-than-temporary impairment in the year ended December 31, 2021, 2020 or 2019. The Company considered the current and expected future economic and market conditions surrounding the COVID-19 pandemic and determined that the estimate of credit losses was not significantly impacted. Additionally, the Company has determined that it has the ability and intent to hold all marketable securities that have been in a continuous loss position until maturity or recovery, thus there has been no recognition of any other-than-temporary impairment in the year ended December 31, 2021.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash, cash equivalents and marketable securities. Cash, cash equivalents and marketable securities are invested through banks and other financial institutions in the United States. Such deposits may be in excess of federally insured limits. The Company maintains cash equivalents and marketable securities with various high-credit-quality and capitalized financial institutions. The Company has not experienced any credit losses in such accounts and does not believe it is exposed to any significant credit risk on these funds.

The Company's investment policy limits investments to certain types of securities issued by the U.S. government, its agencies, and institutions with investment-grade credit ratings and places restrictions on maturities and concentration by type and issuer. The Company is exposed to credit risk in the event of a default by the financial institutions holding its cash, cash equivalents and marketable securities and issuers of marketable securities to the extent recorded on the consolidated balance sheets. As of December 31, 2021, the Company has no off-balance sheet concentrations of credit risk.

Other Risks and Uncertainties

The Company is subject to a number of risks similar to those of other clinical-stage biotechnology companies, including dependence on key individuals; the need to develop commercially viable therapeutics; competition from other companies, many of which are larger and better capitalized; and the need to obtain adequate additional financing to fund the development of its products. The Company currently depends on third-party suppliers for key materials and services used in its research and development manufacturing process and is subject to certain risks related to the loss of these third-party suppliers or their inability to supply the Company with adequate materials and services.

In March 2020, the World Health Organization declared the global novel coronavirus disease ("COVID-19") outbreak a pandemic. To date, the Company's business has not been materially impacted by the COVID-19 pandemic. However, the Company has experienced slowing of patient recruitment and sample collection in its ongoing clinical trials and cannot at this time predict the specific extent, duration, or full impact that the COVID-19 pandemic will have on its financial condition and operations, including ongoing and planned clinical trials. The impact of the COVID-19 pandemic on the financial performance of the Company will depend on future developments, including the duration and spread of the outbreak and related governmental advisories and restrictions. These developments and the impact of COVID-19 on the financial markets and the overall economy are highly uncertain. If the financial markets and/or the overall economy are impacted for an extended period, the Company's results may be adversely affected.

Property and Equipment, Net

Property and equipment are stated at cost, less accumulated depreciation and amortization. Maintenance and repairs that do not improve or extend the lives of the respective assets are expensed to operations as incurred.

Depreciation is calculated using the straight-line method over the estimated useful lives of the respective assets, which are as follows:

Asset	Estimated Useful Life
Computer equipment and software	3 to 5 years
Furniture and fixtures	5 years
Laboratory equipment	5 to 7 years
Leasehold improvements	Shorter of useful life or lease term

Long-Lived Assets

The Company evaluates long-lived assets, including property and equipment and ROU assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of the asset may not be fully recoverable. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount. Impairment, if any, is measured as the amount by which the carrying amount of a long-lived asset exceeds its fair value. There were no indicators of impairment of long-lived assets and no impairment losses have been recorded as of and for the year ended December 31, 2021, 2020 or 2019.

Revenue Recognition

The Company performs research and development under collaboration, license, grant, and clinical development agreements. The Company's revenue primarily consists of collaboration agreements and grant funding agreements. At contract inception, the Company analyzes a revenue arrangement to determine the appropriate accounting under U.S. GAAP. Currently, the Company's revenue arrangements represent customer contracts within the scope of ASC Topic 606, Revenue from Contracts with Customers (Topic 606) ("ASC 606") or grant funding agreements subject to the contribution guidance in ASC Topic 958-605, Not-for-Profit Entities – Revenue Recognition ("ASC 958-605"), which applies to business entities that receive contributions within the scope of ASC 958-605.

For collaboration agreements, the Company analyzes to assess whether such arrangements involve joint operating activities performed by parties that are both active participants in the activities and exposed to significant risks and rewards dependent on the commercial success of such activities. This assessment is performed throughout the life of the arrangement based on changes in the responsibilities of all parties in the arrangement. For collaboration arrangements that are considered to be in the scope of the collaboration guidance and that contain multiple elements, the Company first determines which elements of the collaboration are deemed to be within the scope of the collaboration guidance and those that are more reflective of a vendor-customer relationship and, therefore, within the scope of the revenue with contracts with customers guidance. Elements of collaboration arrangements that are reflective of a vendor-customer relationship are accounted for pursuant to the revenue from contracts with customers guidance. The terms of the licensing and collaboration agreements entered into typically include payment of one or more of the following: non-refundable, up-front fees; development, regulatory, and commercial milestone payments; payments for manufacturing supply services; and royalties on net sales of licensed products. Each of these payments results in license, collaboration and other revenues, except for revenues from royalties on net sales of licensed products, which are classified as royalty revenues. The core principle of the accounting for revenue from contracts with customers guidance is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received in exchange for those goods or services.

In determining the appropriate amount of revenue to be recognized as the Company fulfills its obligations under each of its agreements, the Company performs the following steps: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations based on estimated selling prices; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation.

Amounts received prior to satisfying the revenue recognition criteria are recorded as deferred revenue in the Company's consolidated balance sheets. If the related performance obligation is expected to be satisfied within the next twelve (12) months, this will be classified in current liabilities. Amounts recognized as revenue prior to receipt are recorded as contract assets in the Company's consolidated balance sheets. If the Company expects to have an unconditional right to receive consideration in the next twelve (12) months, this will be classified in current assets. A net contract asset or liability is presented for each contract with a customer.

At contract inception, the Company assesses the goods or services promised in a contract with a customer and identifies those distinct goods and services that represent a performance obligation. A promised good or service may not be identified as a performance obligation if it is immaterial in the context of the contract with the customer, if it is not separately identifiable from other promises in the contract (either because it is not capable of being separated or because it is not separable in the context of the contract), or if the performance obligation does not provide the customer with a material right.

The Company considers the terms of the contract and its customary business practices to determine the transaction price. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to a customer. The consideration promised in a contract with a customer may include fixed amounts, variable amounts,

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or both. Variable consideration will only be included in the transaction price when it is not considered constrained, which is when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur.

If it is determined that multiple performance obligations exist, the transaction price is allocated at the inception of the agreement to all identified performance obligations, based on the relative standalone selling prices. The relative selling price for each performance obligation is estimated using objective evidence if it is available. If objective evidence is not available, the Company uses its best estimate of the selling price for the performance obligation.

Revenue is recognized when, or as, the Company satisfies a performance obligation by transferring a promised good or service to a customer. An asset is transferred when, or as, the customer obtains control of that asset, which for a service is considered to be as the services are received and used. The Company recognizes revenue over time by measuring the progress toward complete satisfaction of the relevant performance obligation, using an appropriate input or output method based on the nature of the good or service promised to the customer.

After contract inception, the transaction price is reassessed at every period end and updated for changes, such as resolution of uncertain events. Any change in the transaction price is allocated to the performance obligations on the same basis as at contract inception.

Management may be required to exercise considerable judgment in estimating revenue to be recognized. Judgment is required in identifying performance obligations, estimating the transaction price, estimating the stand-alone selling prices of identified performance obligations (which may include forecasted revenue, development timelines, reimbursement rates for personnel costs, discount rates and probabilities of technical and regulatory success) and estimating the progress towards satisfaction of performance obligations.

For grant funding agreements, grant revenue is recognized during the period that the research and development services occur, as qualifying expenses are incurred. The Company concluded that payments received under these grants represent nonreciprocal contributions, as described in ASC 958, Not-for-Profit Entities, and that the grants are not within the scope of ASC 606 as the organization providing the grant does not meet the definition of a customer. Grant revenue relates primarily to the CEPI Funding Agreement (see Note 7).

Stock-Based Compensation

The Company measures and recognizes compensation expense for all stock-based awards made to employees, directors, and non-employees based on the grant date estimated fair value of each award. Such expense is recognized on a straight-line basis over the requisite service period which is generally the vesting period for the entire award. Expense is adjusted for estimated forfeitures. Forfeitures of awards are estimated based on historical forfeiture experience and the experience of other companies in the same industry. The estimate of forfeitures will be adjusted over the service period to the extent that actual forfeitures differ, or are expected to differ, from prior estimates.

The Company estimates the fair value of stock option grants and ESPP purchase rights using the Black-Scholes option-pricing model (“the Black-Scholes model”). The Black-Scholes model requires management to make assumptions and judgments about the variables used in the calculation, including the expected term (weighted-average period of time that the options granted are expected to be outstanding), the expected volatility of common stock, an assumed risk-free interest rate, and expected dividends the Company may pay. Management uses the simplified calculation of the expected term for its stock options. Volatility is based on an average of the historical volatilities of the common stock of entities with characteristics similar to the Company’s. The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant for periods corresponding with the expected life of the option. The Company uses an assumed dividend yield of zero as the Company has never paid dividends and has no current plans to pay any dividends on its common stock.

Research and Development Expenses

All research and development costs, including work performed by third parties, are expensed as incurred. Research and development costs consist of salaries and other personnel-related expenses, including associated non-cash stock-based compensation, consulting fees, laboratory supplies, and facility costs, as well as external research and development expenses incurred under arrangements with third parties, fees paid to other entities that conduct certain research and development activities on behalf of the Company, and costs incurred related to our collaboration agreements. Costs to develop the Company’s technologies are recorded as

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research and development expense unless certain costs which meet the criteria to be capitalized as internal-use software costs is met. Payments made prior to the receipt of goods or services to be used in research and development are capitalized until the goods are received or services are realized or consumed. Such payments are evaluated for current or long-term classification based on when they will be realized.

Clinical and pre-clinical costs are a component of research and development expense. The Company accrues and expenses clinical and pre-clinical trial activities performed by third parties based upon actual work completed in accordance with agreements established with its service providers. The Company determines the actual costs through discussions with internal personnel and external service providers as to the progress or stage of completion of services and the agreed-upon fee to be paid for such services.

Leases

The Company determines whether the arrangement is or contains a lease at the inception of the arrangement and if such a lease is classified as a financing lease or operating lease. The majority of the Company's leases are classified as operating leases. Leases with a term greater than one year are included in operating lease ROU Assets, lease liabilities, current portion, and lease liabilities, net of current portion in the Company's consolidated balance sheets at December 31, 2021 and 2020. The Company has elected not to recognize on the consolidated balance sheets leases with terms of one year or less. Lease liabilities and their corresponding ROU Assets are recorded based on the present value of lease payments over the expected lease term. In determining the net present value of lease payments, the interest rate implicit in lease contracts is typically not readily determinable. As such, the Company estimates the appropriate incremental borrowing rate, which is the rate that would be incurred to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. Certain adjustments to the ROU Assets may be required for items such as initial direct costs paid or incentives received and impairment charges if we determine the ROU Asset is impaired.

The Company considers a lease term to be the non-cancelable period that it has the right to use the underlying asset, including any periods where it is reasonably assured the Company will exercise the option to extend the contract. Periods covered by an option to extend are included in the lease term if the lessor controls the exercise of that option.

The Company recognizes lease expense on a straight-line basis over the expected lease term.

The Company has elected not to separate lease and non-lease components for its leased assets and accounts for all lease and non-lease components of its agreements as a single lease component. The lease components resulting in a ROU Asset have been recorded on the consolidated balance sheets and amortized as lease expense on a straight-line basis over the lease term.

Income Taxes

The Company accounts for income taxes under the liability method. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates that will be in effect when the differences are expected to reverse. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be realized.

The Company recognizes and measures uncertain tax positions using a two-step approach set forth in authoritative guidance. The first step is to evaluate the tax position taken or expected to be taken by determining whether the weight of available evidence indicates that it is more likely than not that the tax position will be sustained in an audit, including resolution of any related appeals or litigation processes. The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. Significant judgment is required to evaluate uncertain tax positions. The Company evaluates uncertain tax positions on a regular basis. The evaluations are based on a number of factors, including changes in facts and circumstances, changes in tax law, correspondence with tax authorities during the course of the audit, and effective settlement of audit issues. The provision for income taxes includes the effects of any accruals that the Company believes are appropriate. It is the Company's policy to recognize interest and penalties related to income tax matters in income tax expense. Through December 31, 2021, the Company had not accrued interest or penalties related to uncertain tax positions.

On March 18, 2020, the Families First Coronavirus Response Act (the "FFCR Act"), and on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") were each enacted in response to the COVID-19 pandemic. The FFCR Act and the CARES Act contain numerous income tax provisions relating to refundable payroll tax credits, deferment of employer side social security payments, net operating loss carryback periods, alternative minimum tax credit refunds, modifications to the net interest deduction limitations and technical corrections to tax depreciation methods for qualified improvement property.

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On June 29, 2020, Assembly Bill 85 (“A.B. 85”) was signed into California law. A.B. 85 provides for a three-year suspension of the use of net operating losses for medium and large businesses and a three-year cap on the use of business incentive tax credits to offset no more than \$5.0 million of tax per year. A.B. 85 suspends the use of net operating losses for taxable years 2020 and 2021 for certain taxpayers with taxable income of \$1.0 million or more. The carryover period for any net operating losses that are suspended under this provision will be extended. A.B. 85 also requires that business incentive tax credits, including carryovers, may not reduce the applicable tax by more than \$5.0 million for taxable years 2020 and 2021.

The FFCR Act, CARES Act and A.B. 85 did not have a material impact on the Company’s consolidated financial statements as of December 31, 2021.

Comprehensive Loss

Comprehensive loss includes net loss and certain changes in stockholders’ equity that are excluded from net loss, primarily unrealized gains and losses on the Company’s marketable securities.

Net Loss Per Share

Basic net loss per share is calculated by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period, without consideration for common stock equivalents. Diluted net loss per share is the same as basic net loss per share, since the effects of potentially dilutive securities are antidilutive given the net loss for each period presented.

Recently Issued Accounting Pronouncements Not Yet Adopted

In August 2020, the FASB issued ASU No. 2020-06, *Debt - Debt with Conversion and Other Options* (Subtopic 470-20) and *Derivatives and Hedging - Contracts in Entity’s Own Equity* (“ASU 2020-06”). The standard eliminates the beneficial conversion and cash conversion accounting models for convertible instruments. It also amends the accounting for certain contracts in an entity’s own equity that are currently accounted for as derivatives because of specific settlement provisions. In addition, the standard modifies how particular convertible instruments and certain contracts that may be settled in cash or shares impact the diluted EPS computation. The amendments in ASU 2020-06 are effective for the Company as defined by the SEC for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted, but not earlier than fiscal years beginning after December 15, 2020. The Company does not expect the adoption of ASU 2020-06 to have a material impact on its consolidated financial statements and related disclosures.

In October 2020, the FASB issued ASU No. 2020-10, *Codification Improvements* (“ASU 2020-10”). The standard contains improvements to the FASB Accounting Standards Codification (the “Codification”) by ensuring that all guidance that requires or provides an option for an entity to provide information in the notes to financial statements is codified in the disclosure section of the Codification. The standard also improves various topics in the Codification so that entities can apply guidance more consistently on codifications that are varied in nature where the original guidance may have been unclear. The amendments in ASU 2020-10 are effective for the Company for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Early adoption is permitted. The Company does not expect the adoption of ASU 2020-10 to have a material impact on its consolidated financial statements and related disclosures.

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3. Cash Equivalents and Marketable Securities

The amortized cost, unrealized gains and losses and fair values of cash equivalents and marketable securities were as follows (in thousands):

Description	December 31, 2021			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Cash equivalents:				
Money market funds	\$ 79,281	\$ —	\$ —	\$ 79,281
Commercial paper	1,000	—	—	1,000
Corporate debt securities	1,031	—	—	1,031
Total cash equivalents	81,312	—	—	81,312
Short-term marketable securities:				
Certificates of deposit	5,600	—	(6)	5,594
Commercial paper	44,990	—	(16)	44,974
Corporate debt securities	26,976	—	(23)	26,953
U.S. treasuries	12,277	—	(8)	12,269
U.S. government debt securities	2,000	—	(1)	1,999
Asset backed securities	16,565	—	(8)	16,557
Total short-term marketable securities	108,408	—	(62)	108,346
Long-term marketable securities:				
Corporate debt securities	1,637	—	(6)	1,631
U.S. treasuries	2,991	—	(5)	2,986
Total long-term marketable securities	4,628	—	(11)	4,617
Total	\$ 194,348	\$ —	\$ (73)	\$ 194,275

Description	December 31, 2020			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Cash equivalents:				
Money market funds	\$ 36,801	\$ —	\$ —	\$ 36,801
Total cash equivalents	36,801	—	—	36,801
Short-term marketable securities:				
US treasuries	1,002	—	—	1,002
Total short-term marketable securities	1,002	—	—	1,002
Total	\$ 37,803	\$ —	\$ —	\$ 37,803

As of December 31, 2021 and 2020, the Company had a total of \$206.3 million and \$171.1 million in cash, cash equivalents and marketable securities, which includes \$93.3 million and \$170.1 million in cash and cash equivalents and \$113.0 million and \$1.0 million in marketable securities, respectively.

All marketable securities held as of December 31, 2021, had contractual effective maturities of less than two years. There have been no material realized gains or losses on marketable securities for the periods presented. As of December 31, 2021, the Company did not hold any individual securities in an unrealized loss position for 12 months or greater. The Company has the ability and intent to hold all marketable securities that have been in a continuous loss position until maturity or recovery. No significant facts or circumstances have arisen to indicate that there has been any significant deterioration in the creditworthiness of the issuers of the securities held by us, thus there has been no recognition of any other-than-temporary impairment in the year ended December 31, 2021, 2020 or 2019. The Company considered the current and expected future economic and market conditions surrounding the COVID-19 pandemic and determined that the estimate of credit losses was not significantly impacted. Thus, the Company has not recorded an allowance for credit losses as of December 31, 2021. The Company will continue to assess the current and expected future economic and market conditions surrounding the COVID-19 pandemic, as further development arises.

See Note 4 for further information regarding the fair value of the Company's financial instruments.

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4. Fair Value Measurements

The Company's financial assets and liabilities subject to fair value measurements on a recurring basis and the level of inputs used in such measurements were as follows (in thousands):

Description	December 31, 2021			
	Total	Level 1	Level 2	Level 3
Cash equivalents:				
Money market funds	\$ 79,281	\$ 79,281	\$ —	\$ —
Commercial paper	1,000	—	1,000	—
Corporate debt securities	1,031	—	1,031	—
Total cash equivalents	81,312	79,281	2,031	—
Short-term marketable securities:				
Certificates of deposit	5,594	—	5,594	—
Commercial paper	44,974	—	44,974	—
Corporate debt securities	26,953	—	26,953	—
U.S. treasuries	12,269	12,269	—	—
U.S. government debt securities	1,999	—	1,999	—
Asset backed securities	16,557	—	16,557	—
Total short-term marketable securities	108,346	12,269	96,077	—
Long-term marketable securities:				
Corporate debt securities	1,631	—	1,631	—
U.S. treasuries	2,986	2,986	—	—
Total long-term marketable securities	4,617	2,986	1,631	—
Total	\$ 194,275	\$ 94,536	\$ 99,739	\$ —

Description	December 31, 2020			
	Total	Level 1	Level 2	Level 3
Cash equivalents:				
Money market funds	\$ 36,801	\$ 36,801	\$ —	\$ —
Total cash equivalents	36,801	36,801	—	—
Short-term marketable securities:				
US treasuries	1,002	1,002	—	—
Total short-term marketable securities	1,002	1,002	—	—
Total	\$ 37,803	\$ 37,803	\$ —	\$ —

The Company measures the fair value of money market funds based on quoted prices in active markets for identical securities. Commercial paper, corporate debt securities, certificates of deposits, asset backed securities, U.S. treasuries and U.S. government debt securities are valued taking into consideration valuations obtained from third-party pricing services. These pricing services utilize industry standard valuation models, including both income and market-based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades of, and broker/dealer quotes on, the same or similar securities, issuer credit spreads; benchmark securities; prepayment/default projections based on historical data; and other observable inputs.

There were no transfers between Level 1 and Level 2 during the periods presented. See Note 3 for further information regarding the amortized cost of our financial instruments.

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5. Property and Equipment, Net

Property and equipment and related accumulated depreciation and amortization are as follows (in thousands):

	December 31,	
	2021	2020
Computer equipment and software	\$ 987	\$ 971
Furniture and fixtures	2,113	2,054
Laboratory equipment	24,679	22,213
Leasehold improvements	14,128	13,726
	<u>41,907</u>	<u>38,964</u>
Less accumulated depreciation and amortization	(22,276)	(16,925)
Construction-in-progress	1,991	66
Total property and equipment, net	<u>\$ 21,622</u>	<u>\$ 22,105</u>

Depreciation and amortization expense was \$6.3 million, \$6.6 million, and \$4.7 million for the years ended December 31, 2021, 2020 and 2019, respectively.

6. Commitments and Contingencies

Leases

The Company leases office, laboratory and storage space in facilities at several locations:

Emeryville Lease

The Company's principal executive offices in Emeryville, California, consisting of office and laboratory space, are leased pursuant to a 120-month operating lease (the "Emeryville Lease"), which the Company entered into in January 2019, with the obligation to pay rent commencing in November 2019. In conjunction with signing the Emeryville Lease, the Company paid a cash security deposit of \$0.6 million, which is recorded as a deposit on the Company's consolidated balance sheets as of December 31, 2021 and 2020. The Emeryville Lease includes a free rent period, an escalation clause for increased rent and a renewal provision allowing the Company to extend this lease for an additional two five-year periods at the then market rental rate. The lessor provided the Company a tenant improvement allowance for a total of \$4.0 million to complete the laboratory and office renovation. The Company has determined the tenant improvements to be lessee owned and therefore has recorded a \$8.7 million ROU Asset and a \$13.9 million lease liability on the consolidated balance sheet as of December 31, 2021. The Company recorded a \$9.3 million ROU Asset and a \$14.8 million lease liability on the consolidated balance sheet as of December 31, 2020.

Pleasanton Leases

The Company leases 42,620 square feet of office, cleanroom, and laboratory support manufacturing space in Pleasanton, California pursuant to a non-cancelable operating lease (the "Pleasanton Lease"), which the Company entered into in March 2017, with the obligation to pay rent commencing in December 2017. The Pleasanton Lease includes a free rent period, escalating rent payments and a term that expires on November 30, 2024. The Company has the option to extend the lease term for a period of five years at the then market rental rate. The Company obtained an irrevocable letter of credit in March 2017 in the initial amount of approximately \$1.0 million as a security deposit to the Pleasanton Lease, which may be drawn down by the landlord in the event the Company fails to fully and faithfully perform all of its obligations. The letter of credit may be reduced based on certain levels of cash and cash equivalents the Company holds. As of December 31, 2021, none of the irrevocable letter of credit amount had been drawn. The Pleasanton Lease further provides that the Company is obligated to pay to the landlord its proportionate share of certain basic operating costs, including taxes and operating expenses.

In connection with the Pleasanton Lease, the Company received a tenant improvement allowance of \$1.2 million from the landlord for the costs associated with the design, development and construction of tenant improvements. The unamortized tenant improvement balance is recognized as a component of operating lease ROU Assets on the consolidated balance sheets as of December 31, 2021 and 2020.

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In addition, in May 2019, the Company entered into a 64-month non-cancelable operating lease for additional office space in Pleasanton, California, with an obligation to pay rent commencing in August 2019. The lessor provided the Company a tenant improvement allowance for a total of \$0.1 million to complete the office renovation. The Company has determined the tenant improvements to be lessee owned and therefore has recorded a \$0.2 million ROU Asset and a \$0.3 million lease liability on the consolidated balance sheet as of December 31, 2021, and a \$0.3 million ROU Asset and a \$0.4 million lease liability on the consolidated balance sheet as of December 31, 2020.

Cambridge Leases

The Company leases laboratory, office and storage space in several facilities in Cambridge, Massachusetts, pursuant to three separate agreements:

The Company's facility located at 40 Erie Street and 200 Sidney Street in Cambridge, Massachusetts is leased pursuant to a 67-month non-cancelable operating lease (the "40 Erie Lease"), which the Company entered into in February 2016, with an obligation to pay rent commencing in October 2016. The lessor provided the Company a tenant improvement allowance for a total of \$2.1 million to complete the laboratory and office renovation. In September 2021, the Company executed an amendment to the 40 Erie Lease, which extends its term through April 2025 and provides for monthly base rent amounts, subject to annual increases over the term of the lease.

The Company's facility located at 21 Erie Street in Cambridge, Massachusetts is leased pursuant to a 24-month non-cancelable operating lease (the "21 Erie Lease"), which the Company entered into in September 2018. The 21 Erie Lease has since been amended three times, as a result of which the lease term extends through January 2023.

In March 2021, the Company entered into a 17-month operating lease (the "Cambridge Storage Lease") for additional office and laboratory storage space in Cambridge, Massachusetts, which commenced on April 1, 2021. The Company also paid an immaterial cash security deposit.

In conjunction with the 40 Erie Lease, the 21 Erie Lease and the Cambridge Storage Lease, each as amended (if applicable), the Company has paid certain advanced payments, which in each case included amounts for the applicable last month's rent and security deposit. The portion of the advanced payment related to last month's rent has been classified as part of the operating lease ROU Assets. Security deposits of \$0.7 million and \$0.6 million, respectively, are recorded in deposits and other long-term assets on the Company's consolidated balance sheets as of December 31, 2021 and 2020.

Boston Lease

The Company plans to occupy a newly-built facility in Boston, Massachusetts, with office and laboratory space, in 2023 pursuant to a 120-month operating lease (the "Boston Lease"), which the Company entered into in September 2021. The Boston Lease includes a free rent period, an escalation clause for increased rent and a renewal provision allowing the Company to extend the Boston Lease for two additional five-year periods at the then market rental rate. The landlord provided the Company with a tenant improvement allowance of up to approximately \$19.1 million for costs relating to the design, permitting and construction of improvements. The Company's obligation to pay rent is anticipated to commence in January 2023, subject to free rent periods of three and six months with respect to certain premises. The commencement date of the Boston Lease is expected to be in November 2022, given the Company's early access rights to the leased space, and the term will expire in January 2033. The Boston Lease further provides that the Company is obligated to pay to the landlord its proportionate share of certain basic operating costs, including taxes and operating expenses. In connection with the Boston Lease and as a security deposit thereunder, the Company has provided the landlord an irrevocable letter of credit in the amount of approximately \$4.6 million, which is collateralized by a restricted cash deposit of \$4.7 million, and which may be reduced in the fifth and seventh years of the Boston Lease. As of December 31, 2021, none of the irrevocable letter of credit amount had been drawn.

The Company has not recognized a right-of-use asset or lease liability as of December 31, 2021 for the Boston Lease as the Company did not control the underlying assets at any time in the period ended December 31, 2021. Under the Boston Lease, the Company is obligated to make minimum lease payments of approximately \$79.1 million for the years from 2023 to 2033, which includes rent abatement during the free rent periods.

The Company's operating leases include various covenants, indemnities, defaults, termination rights, security deposits and other provisions customary for lease transactions of this nature.

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The components of lease costs, which were included in our consolidated statements of operations and comprehensive loss, were as follows (in thousands):

	Year ended December 31,		
	2021	2020	2019
Lease cost			
Operating lease cost	\$ 7,973	\$ 7,511	\$ 6,382
Short-term lease cost	—	7	271
Total lease cost	<u>\$ 7,973</u>	<u>\$ 7,518</u>	<u>\$ 6,653</u>

Supplemental information related to leases was as follows (in thousands):

	Year ended December 31,		
	2021	2020	2019
Cash paid for amounts included in the measurement of lease liabilities (in thousands):			
Operating cash flows from operating leases	\$ 7,925	\$ 5,389	\$ 2,495
New right-of-use assets obtained in exchange for lease obligations (in thousands):			
Operating leases	\$ 6,562	\$ 3,174	\$ 12,331
Weighted average remaining lease term (years):			
Operating leases	5.30	6.10	7.20
Weighted average discount rate:			
Operating leases	7.4%	9.0%	9.0%

As of December 31, 2021, minimum annual payments under the Company's lease agreements are as follows (in thousands):

	Lease Financing Obligation
Year ending December 31,	
2022	\$ 9,642
2023	9,501
2024	12,627
2025	10,504
2026	10,217
Thereafter	59,557
Total minimum payments	112,048
Less: Amounts representing interest expense	(6,515)
Less: Amounts representing lease payments under Boston lease	(79,114)
Present value of future minimum lease payments	26,419
Less: Current portion of lease liability	(7,483)
Noncurrent portion of lease liability	<u>\$ 18,936</u>

Agreements with CROs

In September 2017, the Company entered into a contract research and development agreement with a third-party contract research organization ("CRO") to provide research, analysis and antibody samples to further the Company's development of its antibody drug candidates. The Company is also obligated to pay the CRO certain milestone payments of up to \$36.4 million on achievement of specified events. None of these events had occurred as of December 31, 2021. During the year ended December 31, 2021, the Company had immaterial research and development expense under the agreement. During the year ended December 31, 2020, the Company had no research and development expense under the agreement. During the year ended December 31, 2019, the Company recognized an immaterial amount of research and development expense under the agreement.

In May 2019, the Company entered into a contract research and testing agreement with a third-party CRO to provide antibody discovery related services. The Company is also obligated to pay the CRO certain milestone payments of up to \$34.8 million on achievement of specified events. None of these events had occurred as of December 31, 2021. During the year ended December 31,

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2021, the Company had no research and development expense under the agreement. During the year ended December 31, 2020, the Company recognized an immaterial amount of research and development expense under the agreement. The Company recognized a total of \$1.0 million in research and development expense under the agreement during the year ended December 31, 2019.

Guarantees and Indemnifications

The Company, as permitted under Delaware law and in accordance with its certificate of incorporation and bylaws, and pursuant to indemnification agreements with certain of its officers and directors, indemnifies its officers and directors for certain events or occurrences, subject to certain limits, with respect to which the officer or director is or was serving at the Company's request in such capacity. The term of the indemnification period lasts as long as an officer or director may be subject to any proceeding arising out of acts or omissions of such officer or director in such capacity. The maximum amount of potential future indemnification is unlimited; however, the Company currently holds director and officer liability insurance. This insurance limits the Company's exposure and may enable it to recover a portion of any future amounts paid. The Company believes that the fair value of these indemnification obligations is minimal. Accordingly, the Company has not recognized any liabilities relating to these obligations for any period presented.

7. Collaboration and License Agreements

2seventy bio, Inc.

In August 2018, the Company entered into a Research Collaboration and License Agreement with bluebird bio, Inc. ("bluebird"). In November 2021, bluebird assigned the Research Collaboration and License Agreement (the "2seventy Agreement"), to its affiliate, 2seventy bio, Inc. ("2seventy"), in connection with an internal restructuring and subsequent spin-out of 2seventy. Under the terms of the 2seventy Agreement, the Company provides to 2seventy tumor-specific targets across several tumor types and, in certain cases, T cell receptors ("TCR") directed to those targets. The Company received a non-refundable upfront payment of \$20.0 million, and 2seventy also concurrently acquired 768,115 shares of the Company's Series C convertible preferred stock for \$10.0 million at \$13.04 per share. Per the 2seventy Agreement, 2seventy was also provided an option to acquire shares of the Company's common stock at the same price as all other investors in connection with the Company's initial public offering ("IPO"). In October 2018, 2seventy purchased 666,667 shares of the Company's common stock at the price to the public of \$15.00 per share for a total of \$10.0 million. Under the terms of the 2seventy Agreement, the Company is eligible to earn development, regulatory, and sales-based milestones in an amount of up to \$1.2 billion, and single-digit royalties on sales of products that utilize the technology subject to the 2seventy Agreement. None of these events had occurred as of December 31, 2021, and no royalties were due from the sale of licensed products.

In August 2019, the Company entered into a First Amendment to the 2seventy Agreement, which extended the timeline for the Company and 2seventy to execute a Patient Selection Services Agreement from within one year to within two years after the Effective Date of the 2seventy Agreement. In August 2020, the Company entered into a Second Amendment, which extended the timeline of the Patient Selection Services Agreement to within three years and also extended the Tissue Analysis Period from February 28, 2021 to June 30, 2021. In April 2021, the Company entered into a Third Amendment, which removed the Patient Selection Services Agreement in its entirety and extended the Tissue Analysis Period from June 30, 2021 to December 31, 2021. The amendments were entered into for administrative purposes, and the Company determined the amendments were not a modification of contract under the contract with customers guidance.

2seventy may terminate the 2seventy Agreement by giving a 120-day prior written notice to the Company at any time after the effective date of the agreement. Unless terminated early, the agreement has a term that ends upon the last payment owed by the Company on a licensed product. The 2seventy Agreement may be terminated for cause by either party based on uncured material breach by the other party or bankruptcy of the other party. Upon early termination, all ongoing activities under the agreement and all mutual collaboration, development and commercialization licenses and sublicenses will terminate. The licenses granted by the Company to 2seventy under the licensed intellectual property will remain in effect in accordance with their respective terms. Additionally, all of 2seventy's payment obligations that have not yet accrued related to future milestone and royalty payments will be reduced by 50% for the remainder of the agreement term.

The Company concluded that 2seventy is a customer, and the contract is not subject to guidance on collaborative arrangements. This is because the Company granted to 2seventy a license to its intellectual property and provided research and development services, all of which are outputs of the Company's ongoing activities, in exchange for consideration.

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The Company identified the following three material promises under the 2seventy Agreement: 1) transfer of a license to intellectual property and related technology know-how (“License and Know-How”); 2) the obligation to perform target selection and TCR generation services (“Research and Development Services”); and 3) participation on the Joint Steering Committee (the “JSC”). The Company provided to 2seventy standard indemnification and protection of licensed intellectual property, which is part of assurance that the license meets the contract’s specifications and is not an obligation to provide goods or services.

The Company considered that the License and Know-How has standalone functionality, was considered to be functional intellectual property, and is capable of being distinct. However, the Company determined that the License and Know-How is not distinct from the Research and Development Services or participation on the JSC within the context of the 2seventy Agreement, because 2seventy is dependent on the Company to execute the Research and Development Services and participate on the JSC in order for 2seventy to benefit from the License and Know-How. As such, the License and Know-How is combined with the Research and Development Services and participation on the JSC into a single performance obligation, and the transaction price under this arrangement will be allocated to this single performance obligation.

The Company has also determined that all other goods or services that are contingent upon 2seventy reaching various milestones are not considered performance obligations at the inception of the arrangement.

The transaction price at the inception of the 2seventy Agreement consisted of the upfront payment of \$20.0 million and the \$10.0 million received from 2seventy for the purchase of the Company’s Series C convertible preferred stock. The sale of the Series C convertible preferred stock was not considered to be a performance obligation, as it was a separate financing component of the transaction. Accordingly, \$10.0 million of the transaction price was allocated to the issuance of 768,115 shares of Series C convertible preferred stock at fair value of \$13.04 per share and recorded in stockholders’ equity.

The variable consideration related to the remaining development, regulatory, and sales-based milestones payments has not been included in the initial transaction price and continues to be fully constrained as of December 31, 2021. As part of its evaluation of the constraint, the Company considered numerous factors, including that receipt of the milestones is outside the control of the Company and contingent upon initiation of clinical trials for early-stage targets and 2seventy’s development efforts. Any variable consideration related to sales-based milestones (including royalties) will be recognized when the related sales occur, as they were determined to relate predominantly to the License and Know-How granted to 2seventy. The Company will re-evaluate the transaction price in each reporting period and as uncertain events are resolved or other changes in circumstances occur.

For revenue recognition purposes, the Company determined that the duration of the 2seventy Agreement began on the effective date in August 2018 and ends upon completion of the Research and Development Services, which is also when the participation on the JSC is no longer an obligation. The contract duration is defined as the period in which parties to the contract have present enforceable rights and obligations. The Company also analyzed the impact of 2seventy terminating the agreement prior to August 2023 and determined, considering both quantitative and qualitative factors, that there were substantive non-monetary penalties to 2seventy for doing so.

Revenue is recognized when, or as, the Company satisfies its performance obligation by transferring the promised services to 2seventy. Revenue is being recognized over time using a cost-based input method, based on internal labor cost effort to perform the research services, since the internal labor cost incurred over time is thought to best reflect the transfer of services to 2seventy. In applying a cost-based input method of revenue recognition, we use actual costs incurred relative to budgeted costs to fulfill the combined performance obligation. A cost-based input method of revenue recognition requires us to make estimates of costs to complete the performance obligation. The cumulative effect of any revisions to estimated costs to complete the performance obligation will be recorded in the period in which changes are identified and amounts can be reasonably estimated. A significant change in these assumptions and estimates could have a material impact on the timing and amount of revenue recognized in future periods.

For the years ended December 31, 2021, 2020 and 2019, the Company recognized \$3.0 million, \$2.8 million and \$4.3 million, respectively, in collaboration revenue under the 2seventy Agreement. Deferred revenue of \$8.7 million and \$11.7 million was recorded on the consolidated balance sheets in both current and long-term liabilities as of December 31, 2021 and 2020, respectively. Deferred revenue relates to the performance obligations identified under the 2seventy Agreement and will be recognized over the period the performance obligations are expected to be satisfied, which is currently estimated to be through mid-2023.

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Changes in the deferred revenue balance during the year ended December 31, 2021 are as follows (in thousands):

	Deferred Revenue
Balance at December 31, 2020	\$ 11,695
Additions	—
Deductions	(2,970)
Balance at December 31, 2021	\$ 8,725

There were no receivables or net contract assets recorded as of December 31, 2021 or 2020 associated with the 2seventy Agreement.

Gilead Sciences, Inc.

In January 2021, the Company entered into a Collaboration, Option and License Agreement (the “Gilead Collaboration Agreement”) with Gilead Sciences, Inc. (“Gilead”) to research and develop a vaccine-based immunotherapy as part of Gilead’s efforts to find a curative treatment for HIV infection. Under the terms of the Gilead Collaboration Agreement, the Company granted to Gilead an exclusive, worldwide license to develop and commercialize a HIV-specific therapeutic vaccine utilizing the Company’s technology. Gilead is responsible for conducting all development and commercialization activities beginning with a Phase 1 study, and the Company is responsible for contributing to preclinical research studies and participation in a joint steering committee (collectively, “research and development activities”). Concurrently with execution of the Gilead Collaboration Agreement, the Company and Gilead entered into a Supply Agreement (the “Gilead Supply Agreement”) under which the Company will supply research product and GMP product (“Product Supply”) that may be required under the Gilead Collaboration Agreement until Gilead completes its first GMP product batch, and the Company will participate in a joint manufacturing team (collectively, “product supply activities”). In addition, the Company also concurrently entered into a Stock Purchase Agreement (the “Gilead Stock Purchase Agreement”) under which Gilead acquired, in a private placement transaction, 1,169,591 shares of the Company’s common stock. The common shares were issued to Gilead with certain registration rights and certain standstill and market stand-off provisions. The Company determined that these concurrent contracts represent a combined arrangement (“the Gilead Arrangement”).

Under the Gilead Collaboration Agreement, the Company received a non-refundable upfront payment of \$30.0 million. Under the Gilead Collaboration Agreement and the Gilead Supply Agreement, the Company will receive additional reimbursement payments for expenses incurred in the research and development activities and product supply activities. Under the Gilead Stock Purchase Agreement, the common shares were sold at a price of \$25.65 per share for a total of \$30.0 million. The Company’s common stock at fair value on closing was \$18.10 per share. If Gilead decides to move forward with development beyond the initial Phase 1 study (the “Option”), the Company will receive a \$40.0 million non-refundable option fee and will be eligible to receive up to an aggregate of \$685.0 million if certain clinical, regulatory and commercial milestones are achieved, as well as tiered royalties ranging from the mid-single digits to low double-digits on net sales of a therapeutic product utilizing its technology. None of these events had occurred as of December 31, 2021 and no royalties were due from the sale of licensed products.

Gilead may terminate the Gilead Collaboration Agreement for convenience by giving a 90-day prior written notice to the Company at any time after the effective date of the agreement. Unless terminated early, the agreement has a term that ends upon the expiration of the royalty term, or, if the Option is not exercised, by the end of the Option term. The Gilead Collaboration Agreement may be terminated for cause by either party based on uncured material breach by the other party, insolvency of the other party, or patent challenge. Upon early termination, all ongoing activities under the agreement and all mutual collaboration, development and commercialization licenses and sublicenses will terminate. The licenses granted by the Company to Gilead under the licensed intellectual property will remain in effect in accordance with their respective terms. Additionally, if terminated early by Gilead for convenience or by the Company for material breach or insolvency, all of Gilead’s payment obligations for reimbursable costs or for future milestone and royalty payments remain. If terminated early by Gilead for material breach or insolvency, all of Gilead’s unaccrued payment obligations related to future milestone and royalty payments will be reduced by 50% for the remainder of the agreement term. Furthermore, Gilead may terminate the Gilead Supply Agreement without cause by giving six months prior written notice and any active orders with 60-day notice without terminating the agreement, and either party may terminate based on an uncured material breach, insolvency of the other party, or in the event that the Gilead Collaboration Agreement is terminated. Upon termination, the Company will deliver all supply products that have been produced and destroy, reimburse or deliver materials that Gilead has reimbursed, and Gilead must pay for any manufacturing costs that the Company has actually incurred or committed to pay, including any cancellation costs owed to subcontractors.

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The Company concluded that Gilead is a customer and therefore revenue recognition should be accounted for in accordance with ASC 606, because the Company granted to Gilead licenses to its intellectual property and will provide research and development services and Supply of Product, as defined below, all of which are outputs of the Company's ongoing activities, in exchange for consideration. The Option, if exercised by Gilead, will be considered a modification that increases the scope of the arrangement beyond the Option Term.

The Company identified the following performance obligations under the Gilead Collaboration Agreement: 1) licenses including an exclusive (in the HIV field), royalty-free, worldwide collaboration license and transfer of know-how and an exclusive (in the HIV field) worldwide, royalty-bearing development and commercial license subject to restrictions on its use during the Option Term and an exclusive option to release such restrictions; 2) preclinical research and development activities, manufacturing-related activities, and participation on a Joint Steering Committee; and 3) product supply, including research and GMP product, until Gilead completes its first GMP batch, and participation on a Joint Manufacturing Team.

The Company considered that the licenses and know-how have standalone functionality, are considered to be functional intellectual property and are capable of being distinct. The Company also determined that the research and development activities and product supply by Gritstone could be provided by resources otherwise available to Gilead and thus are capable of being distinct.

The Company has also determined that the pricing for optional goods and services and release of license restrictions upon exercise of the Option do not constitute material rights and are not a potential performance obligation. The Company evaluated whether there is an interdependence between the promises and determined that the licenses are a combined solution and the predominant performance obligation, while the other promises are separately identifiable in the context of the contract; however, the research and development activities are dependent on the research product supply, which is accounted for as a combined performance obligation. As a result, the Company identified three performance obligations in the Gilead Arrangement: (i) exclusive licenses and know-how, (ii) research and development activities and product supply, and (iii) GMP product supply.

The transaction price at the inception of the Gilead Collaboration Agreement consisted of the upfront payment of \$30.0 million and the \$30.0 million received for the sale of the Company's common stock. The sale of the common stock was not considered to be a performance obligation, as it was a separate financing component of the transaction. Accordingly, \$21.2 million of the transaction price was allocated to the issuance of 1,169,591 shares of the Company's common stock at fair value on closing of \$18.10 per share and recorded in stockholders' equity. The remaining \$8.8 million of the common stock purchase price in excess of the fair value of the shares received is added to the transaction price for the Gilead Collaboration Agreement. In addition, the initial transaction price includes estimated variable consideration for budgeted reimbursement of research and development costs and product supply. The variable consideration related to reimbursable costs and product supply has been constrained as of December 31, 2021 based on the current research and development plan forecast. The Company will re-evaluate the transaction price in each reporting period and as uncertain events are resolved or other changes in circumstances occur.

The Company determined that the variable consideration for the \$40.0 million option exercise fee and for the development, regulatory, and sales-based milestones payments were probable of significant revenue reversal as their achievement was highly dependent on factors outside the Company's control. As a result, these payments were fully constrained and were not included in the transaction price. Any variable consideration related to sales-based milestones (including royalties) will be recognized when the related sales occur, as they were determined to relate predominantly to the exclusive licenses and know-how granted to Gilead.

The transaction price is allocated to the performance obligation based upon relative standalone selling prices, which were determined for the exclusive licenses and know-how using an adjusted market approach and for the research and development activities and product supply using a cost plus reasonable margin approach. Variable consideration is allocated to the specific performance obligations to which it relates.

For revenue recognition purposes, the Company determined that the duration of the contract began on the effective date in January 2021 and ends upon (i) the completion of the Option term, which is expected to end two to four years after the effective date, if the Option is not exercised or (ii) the expiration of the royalty-term on a product-by-product and country-by-country basis. The Company also analyzed the impact of Gilead terminating the agreement prior to the end of the Option term and determined, considering both quantitative and qualitative factors, that there were substantive non-monetary penalties to Gilead for doing so.

Revenue for the exclusive licenses and know-how was recognized on the effective date of the Gilead Collaboration Agreement at the point in time that the licenses are effective. The research and development activities and product combined performance obligation and the GMP product supply performance obligation are recognized over time when, or as, the Company transfers the promised goods

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and services to Gilead. Research and development service and product supply revenues will be recognized over time using a cost-based input method, based on internal and external labor cost effort to perform the services, costs to acquire research materials, and costs of product supply, since the costs incurred over time are thought to best reflect the transfer of goods and services to Gilead. In applying a cost-based input method of revenue recognition, we use actual costs incurred relative to estimated total costs to fulfill each performance obligation. A cost-based input method of revenue recognition requires us to make estimates of costs to complete the performance obligation. The cumulative effect of any revisions to estimated costs to complete the performance obligation and associated variable consideration will be recorded in the period in which changes are identified and amounts can be reasonably estimated. A significant change in these assumptions and estimates could have a material impact on the timing and amount of revenue recognized in future periods.

For the year ended December 31, 2021, the Company recognized \$38.6 million as license revenue, and \$5.1 million as collaboration revenue as a result of satisfying its performance obligations by transferring the promised goods and services estimated by the costs incurred for the Gilead Collaboration Agreement. A contract asset of \$1.4 million was recorded on the consolidated balance sheet as a current asset in the prepaid expenses and other current assets balance as of December 31, 2021 for supply costs that were incurred during the year ended December 31, 2021, but not billable until future periods when the asset is released. The contract asset relates to the performance obligations yet to be satisfied under the Gilead Collaboration Agreement and is being recognized over the period the performance obligations are expected to be satisfied, which is currently estimated to be through December 2022. There was no contract asset as of December 31, 2020, and there was no deferred revenue as of December 31, 2021 and 2020 associated with the Gilead Collaboration Agreement.

Changes in the contract asset and deferred revenue balance during the year ended December 31, 2021 for the Gilead Collaboration Agreement are as follows (in thousands):

	<u>Contract Asset</u>	<u>Deferred Revenue</u>
Balance at December 31, 2020	\$ —	\$ —
Additions	5,055	220
Deductions	(3,670)	(220)
Balance at December 31, 2021	<u>\$ 1,385</u>	<u>\$ —</u>

There was \$0.7 million of receivables recorded on the consolidated balance sheet as a current asset in the prepaid expenses and other current assets balance as of December 31, 2021 and there were no receivables or net contract assets recorded as of December 31, 2020 associated with the Gilead Collaboration Agreement.

The Company deferred \$0.1 million in incremental costs to acquire the Gilead Collaboration Agreement in the first quarter of 2021 allocated to performance obligations recognized over time, which will be recognized over time in each period proportionate to revenue recognition. As of December 31, 2021, deferred contract acquisition costs were zero. Deferred contract acquisition costs amortized during the year ended December 31, 2021 were \$0.1 million.

Arbutus Biopharma Corporation

In October 2017, the Company entered into an Exclusive License Agreement with Arbutus and its wholly-owned subsidiary, Protiva Biotherapeutics Inc. Certain terms of the agreement were modified by amendment in July 2018. Under the license agreement, the Company has an exclusive license to utilize certain Arbutus intellectual property, including patents and know-how relating to immunotherapy. During the years ended December 31, 2021 and 2020, the Company had no research and development expense under the agreement. During 2019, the Company reimbursed Arbutus for materials and personnel costs totaling \$0.4 million. The Company is obligated to pay Arbutus certain milestone payments up to \$123.5 million on achievement of specified events, and royalties on sales of its licensed products. Following the acceptance of our investigational new drug application for GRANITE by the FDA, the Company made a \$2.5 million development milestone payment to Arbutus in September 2018 that was recorded as research and development expense. In August 2019, a milestone was met following the initial patient treatment of SLATE in the Company's GO-005 clinical trial. In 2019, the Company recorded \$3.0 million as research and development expense in connection with the milestone. None of the other events had occurred as of December 31, 2021, and no royalties were due from the sale of licensed products.

Non-Profit Hospital Cancer Center

In January 2016, the Company entered into an Exclusive License Agreement with a non-profit hospital cancer center. Under the license agreement, the Company has an exclusive license to utilize certain patents and know-how relating to immunotherapy for an

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immaterial upfront payment, cash milestone payments on achievement of specified events, and a low single digit royalty on sales of licensed products. The achievement of the milestones and payment of royalties is dependent upon obtaining regulatory approval. None of the other milestone events had occurred as of December 31, 2021 and no royalties were due from the sales of licensed products.

Genevant Sciences GmbH

Pursuant to the 2020 Genevant License Agreement, Genevant granted the Company exclusive license rights under certain intellectual property related to Genevant's lipid nanoparticle, or LNP, technology for a single therapeutic indication, and the Company agreed to pay Genevant an initial payment of \$2.0 million, up to an aggregate of \$71.0 million in specified development, regulatory, and commercial milestones, and low to mid-single digit royalties on net sales of licensed products. The upfront payment of \$2.0 million was included in research and development expense for the year ended December 31, 2020. The 2020 Genevant License Agreement expands Gritstone's intellectual property rights to such LNP technology originally obtained pursuant to the Company's license agreement with Arbutus. Genevant is a spin-off of Arbutus. Prior to the 2020 Genevant License Agreement, the Company licensed Arbutus' LNP technology for indications in the oncology space. The remainder of Arbutus' IP portfolio was transferred to Genevant in the spin-off.

Pursuant to the 2020 Genevant License Agreement, Genevant also granted the Company certain options to license the LNP technology for additional therapeutic indications of up to \$1.5 million for each indication and \$1.0 million to extend the option term. The 2020 Genevant License Agreement continues in effect until the last to expire royalty term or early termination. It is terminable by the Company for convenience with 90 days prior written notice or immediately if based on certain product safety or efficacy or regulatory criteria. Either party may terminate the agreement for material breach, subject to a cure period, and Genevant may terminate the agreement if the Company challenges a licensed patent.

Pursuant to the 2021 Genevant License Agreement, the Company obtained a nonexclusive license to Genevant's LNP technology to develop and commercialize self-amplifying RNA ("samRNA") vaccines against SARS-CoV-2, the virus that causes COVID-19. Under the 2021 Genevant License Agreement, the Company made a \$1.5 million upfront payment to Genevant, and Genevant is eligible to receive from the Company up to an aggregate of \$166.0 million in contingent milestone payments per product, plus certain tiered royalties, upon achievement of development and commercial milestones. In certain scenarios, in lieu of milestones and royalties, Genevant will be entitled to a percentage of amounts that the Company receives from sublicenses under the 2021 Genevant License Agreement, subject to certain conditions. In March 2021, a milestone in the amount of \$1.0 million was met following the initial patient treatment in the Phase 1 clinical trial conducted through the NIAID-supported IDCRC. Both the \$1.5 million upfront and \$1.0 million milestone payments were recorded as research and development expense during the year ended December 31, 2021. None of the other milestone events had occurred as of December 31, 2021.

Coalition for Epidemic Preparedness Innovations

On August 14, 2021, the Company entered into the CEPI Funding Agreement with CEPI, under which CEPI agreed to provide funding of up to \$20.6 million to the Company to advance the Company's CORAL program, which is developing a second-generation COVID-19 vaccine, with an initial clinical trial in South Africa. Under the terms of the agreement, CEPI will fund a multi-arm Phase 1 study evaluating the CORAL program's samRNA vaccine in naïve, convalescent, and HIV+ patients. The study will evaluate two different samRNA vaccine constructs that each target both the spike protein and other SARS-CoV-2 targets and are designed to drive both robust B and T cell immune responses. The funding will also support pre-clinical studies, scale-up and formulation development to enable manufacturing of large quantities of stable vaccine product.

Under the terms of the CEPI Funding Agreement, among other things, the Company and CEPI agreed on the importance of global equitable access to the vaccine produced pursuant to the CEPI Funding Agreement. The vaccine, if approved, is expected to be made available to the COVAX Facility for procurement and allocation. The COVAX Facility aims to deliver equitable access to COVID-19 vaccines for all countries, at all levels of development, that wish to participate.

The scope and continuation of the CEPI Funding Agreement may be amended depending on ongoing developments of the COVID-19 outbreak and the success of the Company's COVID-19 vaccine candidate developed under the CEPI Funding Agreement relative to other third-party COVID-19 vaccine candidates or treatments. If the World Health Organization (WHO), CEPI or a regulatory authority having jurisdiction over a clinical trial performed under the CEPI Funding Agreement determines that a third-party product candidate has substantially greater potential than the Company's COVID-19 vaccine candidate developed under the CEPI Funding Agreement and should be prioritized instead for a particular trial, the Company must consider in good faith any written request of CEPI not to proceed with a clinical trial of such COVID-19 vaccine candidate (the determination of whether to proceed or not with such trial

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shall be made by the Company in its sole discretion). In addition, CEPI has the right to unilaterally terminate the CEPI Funding Agreement upon prior written notice if CEPI determines that (i) there are material safety, regulatory, scientific misconduct or ethical issues with the project undertaken by the Company under the CEPI Funding Agreement, (ii) the project undertaken by the Company under the CEPI Funding Agreement should be terminated, (iii) the Company becomes unable to discharge its obligations under the CEPI Funding Agreement, (iv) the Company fails to meet certain criteria set forth in the CEPI Funding Agreement, or (v) the Company commits fraud or a financial irregularity, as such terms are defined in the CEPI Funding Agreement.

In December 2021, the Company and CEPI entered into an amendment to the CEPI Funding Agreement, under which CEPI agreed to provide additional funding up to \$5.0 million, for a total of up to \$25.6 million, to the Company to conduct a Phase I clinical trial of the Company's Omicron vaccine candidate in South Africa.

CEPI advances grant funds upon request by the Company consistent with the agreed upon amounts and schedules as provided in the CEPI Funding Agreement. The first tranche of funding of \$11.3 million was received in September 2021.

Payments received in advance that are related to future performance are deferred and recognized as grant revenue when the research and development activities are performed. Cash payments received under the CEPI Funding Agreement are restricted as to their use until expenditures contemplated in the funding agreement are incurred. In the year 2021, the Company recognized grant revenue of \$1.5 million under the CEPI Funding Agreement. As of December 31, 2021, short term deferred revenue of \$9.4 million was recorded on the consolidated balance sheet. Deferred revenue will be recognized over the period in which the funding agreement activities related to the first tranche of funding are expected to take place, which is currently estimated to be through the end of the year 2022. As of December 31, 2021, \$9.4 million was recorded as short-term restricted cash on the consolidated balance sheet.

Changes in the deferred revenue balance during the year ended December 31, 2021 for the CEPI Funding Agreement are as follows (in thousands):

	Deferred Revenue
Balance at December 31, 2020	\$ —
Additions	11,282
Deductions	(1,903)
Balance at December 31, 2021	\$ 9,379

Gates

In November 2021, the Company entered into a Grant Agreement with the Gates Foundation, under which the Company will develop an optimal immunogen in the context of a therapeutic Human papillomavirus (HPV) vaccine. In consideration for the work to be performed, the Gates Foundation provided the Company with an upfront payment of \$2.2 million in December 2021, and future funding of \$1.0 million is expected to be received by the Company in February 2023, for a total grant amount of up to \$3.2 million.

Payments received in advance that are related to future performance are deferred and recognized as grant revenue when the research and development activities are performed. Cash payments received under the Grant Agreement are restricted as to their use until expenditures contemplated in the funding agreement are incurred. For the year ended 2021, the Company did not recognize any grant revenue under the Grant Agreement. As of December 31, 2021, short term deferred revenue of \$1.9 million and long term deferred revenue of \$0.3 million were recorded on the consolidated balance sheet. Deferred revenue will be recognized over the period in which the funding agreement activities related to the first tranche of funding are expected to take place, which is currently estimated to be through early 2023.

Changes in the deferred revenue balance during the year ended December 31, 2021 for the Grant Agreement are as follows (in thousands):

	Deferred Revenue
Balance at December 31, 2020	\$ —
Additions	2,225
Deductions	—
Balance at December 31, 2021	\$ 2,225

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8. Balance Sheet Components

Prepaid Expenses and Other Assets

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

	December 31,	
	2021	2020
Prepaid research and development-related expenses	\$ 2,672	\$ 2,584
Net contract asset	1,385	—
Collaboration receivable	688	—
Prepaid insurance	1,769	1,480
Interest and other receivables	292	—
Other	866	268
Total prepaid expenses and other current assets	\$ 7,672	\$ 4,332

Deposits and Other Long-Term Assets

Deposits and other long-term assets consist of the following (in thousands):

	December 31,	
	2021	2020
Lease security deposits	\$ 1,305	\$ 1,218
Prepaid research and development-related expenses	1,047	518
Total deposits and other long-term assets	\$ 2,352	\$ 1,736

9. Stockholders' Equity

The Company's amended and restated certificate of incorporation provides for 300,000,000 shares of common stock and 10,000,000 shares of preferred stock authorized for issuance, each with a par value of \$0.0001 per share.

As of December 31, 2021 and 2020, no shares of preferred stock were issued and outstanding.

As of December 31, 2021 and 2020, there were 69,047,878 and 47,552,693 shares of common stock issued and outstanding, respectively. Holders of the Company's common stock are entitled to one vote per share.

Sale of Common Stock and Pre-Funded Warrants

In October 2019, the Company filed a Registration Statement on Form S-3 (the "2019 Shelf Registration Statement") with the SEC, covering the offering of up to \$250.0 million of common stock, preferred stock, debt securities, warrants and units. The 2019 Shelf Registration Statement included a prospectus covering the offering, issuance and sale of up to \$75.0 million of the Company's common stock, from time to time, through the ATM Offering Program under the Securities Act of 1933, as amended (the "Securities Act"). The SEC declared the 2019 Shelf Registration Statement effective on November 8, 2019.

In October 2019, the Company also entered into a sales agreement (the "Sales Agreement") with Cowen and Company, LLC ("Cowen") to sell shares of the Company's common stock, from time to time, with aggregate gross sales proceeds of up to \$75.0 million, through the ATM Offering Program, under which Cowen will act as its sales agent. Cowen is entitled to compensation for its services equal to up to 3.0% of the gross proceeds of any shares of common stock sold through Cowen under the Sales Agreement. In addition, the Company has agreed to reimburse a portion of the expenses of Cowen in connection with the offering, up to a maximum of \$50,000. During the year ended December 31, 2020, the Company issued and sold 1,160,193 shares of its common stock through its ATM Offering Program and received net proceeds of approximately \$9.8 million, net of commissions and other offering costs. During the year ended December 31, 2021, the Company sold 3,990,869 shares of the Company's common stock through its ATM Offering Program and received aggregate proceeds of approximately \$36.6 million, net of commissions and other costs.

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In December 2020, the Company entered into two private placement financing transactions (collectively, the “First PIPE Financing”), as follows: (1) pursuant to a securities purchase agreement entered into on December 22, 2020 to sell 5,543,351 shares of its common stock at a price of \$3.34 per share and pre-funded warrants (the “Warrants”) to purchase 27,480,719 shares of common stock at a public offering price of \$3.34 per share (of which \$3.33 per share was prepaid by each purchaser), and (2) pursuant to a securities purchase agreement entered into on December 28, 2020, to sell an additional 4,043,127 shares of its common stock at a price per share of \$3.71. In connection with the First PIPE Financing, the Company received aggregate net proceeds of approximately \$119.8 million after deducting placement agent commissions and offering expenses payable by the Company. The Warrants are exercisable upon issuance at an exercise price of \$0.01 per share. The underwriter placement and legal fees of \$5.7 million related to these two PIPE financing transactions were included in accounts payable and accrued liabilities on the consolidated balance sheet as of December 31, 2020 and were paid during the year ended December 31, 2021.

The outstanding Warrants generally may not be exercised if the holder’s aggregate beneficial ownership would be more than 9.99% of the total issued and outstanding shares of the Company’s common stock following such exercise. The exercise price and number of shares of common stock issuable upon the exercise of the Warrants (the “Warrant Shares”) are subject to adjustment in the event of any stock dividends and splits, reverse stock split, recapitalization, reorganization or similar transaction, as described in the Warrant agreements. Under certain circumstances, the Warrants may be exercisable on a “cashless” basis. In connection with the issuance and sale of the common stock and Warrants, the Company granted the purchasers certain registration rights with respect to the Warrants and the Warrant Shares.

The Warrants were classified as a component of permanent stockholders’ equity within additional paid-in-capital and were recorded at the issuance date using a relative fair value allocation method. The Warrants are equity classified because they are freestanding financial instruments that are legally detachable and separately exercisable from the equity instruments, are immediately exercisable, do not embody an obligation for the Company to repurchase its shares, permit the holders to receive a fixed number of common shares upon exercise, are indexed to the Company’s common stock and meet the equity classification criteria. In addition, such Warrants do not provide any guarantee of value or return. The Company valued the Warrants at issuance, concluding their sales price approximated their fair value, and allocated net proceeds from the sale proportionately to the common stock and Warrants, of which \$87.7 million, net of issuance costs, was allocated to the Warrants and recorded as a component of additional paid-in-capital.

In September 2021, the Company completed a PIPE financing transaction, in which it sold 5,000,000 shares of its common stock at a price of \$11.00 per share pursuant to a securities purchase agreement entered into on September 16, 2021 (the “Second PIPE Financing”). The Company received aggregate net proceeds of approximately \$52.7 million after deducting placement agent commissions and offering expenses payable by the Company. In connection with the issuance and sale of the common stock, the Company agreed to file a registration statement with the SEC registering the resale of the shares of common stock issued in the Second PIPE Financing.

Common Stock Warrants

As of December 31, 2021, the following warrants to purchase shares of the Company’s common stock were issued and outstanding:

Issue Date	Expiration Date	Exercise Price	Number of Warrants Outstanding
December 28, 2020	None	\$ 0.01	17,016,271

During the year ended December 31, 2021, there were 10,459,576 warrants exercised and 4,872 warrants cancelled due to net exercise of the warrants. There were no warrants exercised during the year ended December 31, 2020. There were no warrants issued or outstanding in previous years.

10. Stock-Based Compensation

Award Incentive Plans

In August 2015, the Company’s board of directors approved the 2015 Equity Incentive Plan (“2015 Plan”). In connection with the Company’s IPO and the effectiveness of the 2018 Award Incentive Plan (“2018 Plan”), discussed below, the 2015 Plan terminated, and no further awards will be granted under the 2015 Plan. The 92,815 shares of common stock that were then unissued and available for future issuance under the 2015 Plan became available under the 2018 Plan.

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In September 2018, the Company’s board of directors approved the 2018 Plan. Under the 2018 Plan, a total of 2,690,000 shares of common stock were initially reserved for issuance under the 2018 Plan, plus the number of shares remaining available for future awards under the 2015 Plan, as of the effective date of the 2018 Plan. The number of shares of common stock reserved for issuance under the 2018 Plan will automatically increase on January 1 of each year, beginning on January 1, 2019 and continuing through and including January 1, 2028, by 4% of the total number of shares of the Company’s outstanding stock on December 31 of the preceding calendar year, or a lesser number of shares determined by the Company’s board of directors. The maximum number of shares that may be issued upon the exercise of stock options under the 2018 Plan is 45,000,000.

The Company’s board of directors has the authority to determine to whom options will be granted, the number of shares, the term, and the exercise price. If an individual owns stock representing 10% or more of the outstanding shares, the price of each share shall be at least 110% of the fair market value, as determined by the board of directors. Options granted have a term of up to 10 years and generally vest over a 4-year period with a straight-line vesting.

Material Features of the 2021 Employment Inducement Incentive Award Plan

In April 2021, the Company’s board of directors adopted the 2021 Employment Inducement Incentive Award Plan (the “2021 Plan”), pursuant to Nasdaq Listing Rule 5635(c)(4). The principal purpose of the 2021 Plan is to promote the success and enhance the value of the Company by inducing new employees to commence employment with us, and by aligning the individual interests of new employees with the interests of our stockholders. Awards granted under the 2021 Plan are intended to constitute “employment inducement awards” under Nasdaq Listing Rule 5635(c)(4), and, therefore, the 2021 Plan is intended to be exempt from the Nasdaq Listing Rules regarding shareholder approval of stock option and stock purchase plans. A total of 790,400 shares of our common stock were initially reserved for issuance under the 2021 Plan. The 2021 Plan provides for the grant of non-qualified stock options, restricted stock units, restricted stock awards, stock appreciation rights, and other stock-based and cash-based awards. The 2021 Plan does not provide for the grant of incentive stock options. Awards under the 2021 Plan may be granted to eligible employees who are either new employees or who are commencing employment with us or one of our subsidiaries following a bona fide period of non-employment with us, and for whom such awards are granted as a material inducement to commencing employment with us or one of our subsidiaries. Awards under the 2021 Plan may not be granted to our consultants or non-employee directors.

The 2021 Plan is administered by our board of directors and, to the extent our board of directors delegates its authority to it, our compensation committee. In the event of a change in control in which the successor corporation refuses to assume or substitute any outstanding award under the 2021 Plan, the vesting of such award will accelerate in full. Our board of directors may terminate, amend, or modify the 2021 Plan at any time, provided that no termination or amendment may materially impair any rights under any outstanding award under the 2021 Plan without the consent of the holder.

2018 Employee Stock Purchase Plan

In September 2018, the Company’s Board of Directors approved the 2018 Employee Stock Purchase Plan (“2018 ESPP”). The 2018 ESPP also became effective in September 2018. A total of 282,334 shares were initially reserved for issuance under the 2018 ESPP. Additionally, the number of shares of common stock reserved for issuance under the 2018 ESPP will increase automatically each year, beginning on January 1, 2019 and continuing through and including January 1, 2028, by the lesser of (1) 1% of the shares of common stock outstanding on December 31 of the preceding calendar year or (2) such lesser number of shares determined by the Company’s Board of Directors. The maximum number of shares that may be issued under the 2018 ESPP is 5,000,000. The offering periods are scheduled to start on the first trading day on or after June 1 or December 1 of each year. Contributions under the 2018 ESPP are limited to a maximum of 15% of an employee’s eligible compensation.

The estimated fair value of stock purchase rights granted under the 2018 ESPP were calculated using the Black-Scholes option-pricing model using the following assumptions:

	Year ended December 31,	
	2021	2020
Expected dividend yield	—%	—%
Expected term	0.57 years	0.48 years
Risk-free interest rate	0.1%	0.8%
Expected volatility	88.0%	81.0%

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Valuation of Stock Options

The fair value of each stock option granted to an employee or a director was estimated as of the date of grant using the Black-Scholes model with the following weighted-average assumptions:

	Year Ended December 31,		
	2021	2020	2019
Expected dividend yield	—%	—%	—%
Expected term	6.01 years	6.01 years	6.01 years
Risk-free interest rate	1.1%	1.1%	2.3%
Expected volatility	79.0%	73.0%	83.0%

Management's calculations are based on a grant date valuation approach. Using the Black-Scholes model, the weighted-average grant-date fair value of employee stock options granted was \$8.03, \$5.39, and \$8.08 per share during the years ended December 31, 2021, 2020, and 2019, respectively.

Stock Option Activity

A summary of the 2015 Plan, 2018 Plan and 2021 Plan activity is as follows:

	Number of Shares Available for Issuance	Options Outstanding			
		Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Balance at December 31, 2020	3,108,412	4,166,441	\$ 8.13	8.15	\$ 2,092
Authorized	2,692,507	—	\$ —		
Granted	(3,195,124)	2,314,524	\$ 11.87		
Exercised	—	(692,038)	\$ 4.86		
Cancelled	853,392	(681,592)	\$ 11.50		
Balance at December 31, 2021	<u>3,459,187</u>	<u>5,107,335</u>	\$ 9.82	8.13	\$ 17,153
Vested and exercisable – December 31, 2021		2,253,957	\$ 8.70	7.21	\$ 9,901
Vested and expected to vest – December 31, 2021		4,741,858	\$ 9.74	8.06	\$ 16,267

For the years ended December 31, 2021, 2020, and 2019, the total intrinsic value of stock option awards exercised was \$5.8 million, \$0.9 million, and \$3.0 million, respectively, determined at the date of option exercise, and the total cash received upon exercise of stock options was \$3.4 million in 2021 and not significant for 2020 or 2019. The aggregate intrinsic value was calculated as the difference between the exercise prices of the underlying stock option awards and the estimated fair value of the common stock on the date of exercise.

As of December 31, 2021, \$18.2 million of total cost related to non-vested employee and consultant options is expected to be recognized over a weighted-average period of 2.5 years. The total fair value of shares vested during the year ended December 31, 2021 was \$7.5 million.

Stock-based compensation expense and awards granted to non-employees was \$0.7 million for the year ended December 31, 2021, and immaterial for the years ended December 31, 2020 and 2019.

Restricted Stock Units

We have granted restricted stock unit awards under the 2018 Equity Plan. Our restricted stock unit awards have a term of up to 10 years and generally vest over a 2-year period. The following table summarizes our restricted stock unit activity during the year ended December 31, 2021:

Gritstone bio, Inc.
Notes to Consolidated Financial Statements
December 31, 2021

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding, unvested as December 31, 2020	—	\$ —
Issued	880,600	\$ 5.29
Vested	—	\$ —
Canceled/Forfeited	(171,800)	\$ 5.29
Outstanding, unvested as December 31, 2021	<u>708,800</u>	<u>\$ 5.29</u>

Stock-Based Compensation Expense

Total stock-based compensation for all awards granted to employees, consultants and our 2018 ESPP, before taxes, is as follows (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Research and development expenses	\$ 6,626	\$ 4,453	\$ 3,437
General and administrative expenses	3,926	2,657	1,862
Total	<u>\$ 10,552</u>	<u>\$ 7,110</u>	<u>\$ 5,299</u>

11. Income Taxes

The effective tax rate for the years ended December 31, 2021, 2020 and 2019 is different from the federal statutory rate primarily due to the valuation allowance against deferred tax assets as a result of insufficient sources of income. The effective tax rate of the Company's provision for income taxes differs from the federal statutory rate as follows:

	Year Ended December 31,		
	2021	2020	2019
Statutory federal income tax rate	21.0%	21.0%	21.0%
State tax, net of federal benefit	10.2	7.9	4.2
Permanent differences	(0.1)	(0.6)	(0.8)
Research and development tax credits	1.9	2.8	2.6
Other	(1.8)	(0.2)	(0.8)
Change in state tax apportionment	—	9.4	—
Non-taxable stock premium	2.5	—	—
Change in valuation allowance	(33.7)	(40.3)	(26.3)
Total provision for income taxes	<u>—%</u>	<u>—%</u>	<u>—%</u>

The Company uses the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial reporting and the tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company assesses the likelihood that the resulting deferred tax assets will be realized. A valuation allowance is provided when it is more likely than not that some portion or all of a deferred tax asset will not be realized.

In assessing the realizability of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which the temporary differences representing net future deductible amounts become deductible. Due to the Company's history of losses, and lack of other positive evidence, the Company has determined that it is more likely than not that its net deferred tax assets will not be realized, and therefore, the net deferred tax assets are fully offset by a valuation allowance at December 31, 2021 and 2020. The deferred tax assets were primarily comprised of federal and state tax net operating losses and tax credit carryforwards. The increase in valuation allowance of \$25.2 million and \$42.4 million during 2021 and 2020, respectively, was primarily attributable to the Company's current year taxable loss and increase in the effective state tax rate due to changes in the Company's state apportionment factors.

Gritstone bio, Inc.
Notes to Consolidated Financial Statements
December 31, 2021

The components of the net deferred tax assets/liabilities are as follows (in thousands):

	December 31,	
	2021	2020
Deferred tax assets:		
Federal and state net operating loss carryforwards	\$ 97,575	\$ 74,278
Research and development tax credits	12,271	9,247
Lease liabilities	7,684	7,327
Accruals and other	3,184	3,354
Amortization	10,633	11,155
Deferred revenue	2,537	3,414
Gross deferred tax assets	133,884	108,775
Valuation allowance	(127,007)	(101,781)
Net deferred tax assets	6,877	6,994
Deferred tax liabilities:		
Other depreciation	(212)	(763)
Operating lease right-of-use assets	(6,665)	(6,231)
Deferred tax assets, net of allowance	<u>\$ —</u>	<u>\$ —</u>

At December 31, 2021 and 2020, the Company's federal and state income tax net operating loss carryforwards were approximately \$353.8 million and \$347.2 million, respectively, which may be subject to limitations as described below. If not utilized, the federal tax loss carryforwards will begin to expire in 2035 and the state tax loss carryforwards will begin to expire in 2035. Under the Tax Act, federal net operating losses generated after 2017 and in future years may be carried forward indefinitely, but the deductibility of such federal net operating losses is limited. The federal net operating losses generated after December 31, 2017 of \$303.2 million are carried forward indefinitely. In addition, the Company has certain federal, California and Massachusetts research and development income tax credit carryforwards of \$11.0 million, \$6.6 million and \$1.2 million, respectively. If not utilized, the federal research and development income tax credit carryforwards will begin to expire in 2035. The California research and development income tax credit carryforwards do not expire and can be carried forward indefinitely. The Massachusetts research and development income tax credit carryforwards will begin to expire in 2035.

Net operating loss and tax credit carryforwards as of December 31, 2021 are as follows (in thousands):

	Amount	Expiration Years
Net operating losses, federal (post December 31, 2017)	\$ 303,229	Do not expire
Net operating losses, federal (pre January 1, 2018)	50,587	2035 - 2037
Net operating loss, state	347,184	2035 - 2040
Tax credits, federal	10,990	2035 - 2040
Tax credits, state	7,806	CA: credits do not expire MA: 2035 - 2040

The net operating loss and tax credit carryforwards are subject to review and possible adjustment by the Internal Revenue Service and state tax authorities and may become subject to an annual limitation in the event of certain cumulative changes in the ownership interest of significant stockholders over a three-year period in excess of 50%, as defined under IRC Sections 382 and 383. This could limit the amount of tax attributes that can be utilized annually to offset future taxable income or tax liabilities. Subsequent ownership changes may further affect the limitation in future years. In connection with the Company's IPO, which closed in October 2018, the Company did experience an ownership change pursuant to Section 382. There was no reduction in federal or California net operating loss carryforwards or research and development income tax credits as a result of this ownership change. The Company is in the process of completing an analysis through December 31, 2021 under IRC Sections 382 and 383 to determine if the Company's net operating loss carryforwards and research and development credits are limited due to a change in ownership and may have an ownership change pursuant to Section 382.

Gritstone bio, Inc.
Notes to Consolidated Financial Statements
December 31, 2021

The following table summarizes the activity related to the Company's unrecognized tax benefits (in thousands):

	December 31,		
	2021	2020	2019
Beginning of year—unrecognized tax benefits	\$ 4,025	\$ 2,610	\$ 2,077
Decrease for tax positions taken during prior periods	—	—	(711)
Increases for tax positions taken during current period	1,456	1,415	1,244
End of year—unrecognized tax benefits	<u>\$ 5,481</u>	<u>\$ 4,025</u>	<u>\$ 2,610</u>

If recognized, none of the unrecognized tax benefits as of December 31, 2021, 2020, and 2019 would impact the annual effective tax rate, primarily due to corresponding adjustments to the valuation allowance. The Company does not expect any material changes to the estimated amount of liability associated with its uncertain tax positions within the next twelve (12) months.

During the years ended December 31, 2021, 2020, and 2019, the Company did not recognize accrued interest and penalties related to unrecognized tax benefits.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The Company is not currently under audit by the Internal Revenue Service or other similar state or local authorities. Due to the net operating loss carryforwards, all years remain open for income tax examination by tax authorities in the United States and various state tax jurisdictions in which the Company files tax returns.

12. Net Loss Per Common Share

Basic net loss per share is calculated by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period, without consideration for common stock equivalents.

The following table sets forth the computation of the basic and diluted net loss per share (in thousands, except for share and per share amounts):

	Year Ended December 31,		
	2021	2020	2019
Numerator:			
Net loss	\$ (75,082)	\$ (105,314)	\$ (94,433)
Denominator:			
Weighted-average common shares outstanding, basic and diluted	78,885,186	37,792,365	33,554,823
Net loss per share, basic and diluted	<u>\$ (0.95)</u>	<u>\$ (2.79)</u>	<u>\$ (2.81)</u>

In December 2020, the Company issued and sold Warrants to purchase 27,480,719 shares of common stock at a nominal exercise price of \$0.01 per share (see Note 9). During the year ended December 31, 2021, there were 10,459,576 warrants exercised and 4,872 warrants cancelled due to net exercise of the warrants. As of December 31, 2021, there are 17,016,271 warrants outstanding. The shares of common stock into which the Warrants may be exercised are considered outstanding for the purposes of computing earnings per share, because the shares may be issued for little or no consideration, they are fully vested and they are immediately exercisable upon their issuance date.

During a period of net loss, basic net loss per share is the same as diluted net loss per share, as the inclusion of all potential common shares outstanding would have been anti-dilutive. Potentially dilutive securities that were not included in the diluted per share calculations because they would be anti-dilutive were as follows:

	December 31,		
	2021	2020	2019
Options issued and outstanding and ESPP shares issuable and outstanding	5,170,331	4,213,738	3,179,041
Early exercised common stock subject to future vesting	—	—	30,874
Restricted stock subject to future vesting	708,800	—	—
Total	<u>5,879,131</u>	<u>4,213,738</u>	<u>3,209,915</u>

13. Defined Contribution Plan

The Company began sponsoring a 401(k) Plan in 2017, which provides that eligible employees can elect to contribute to the 401(k) Plan, subject to certain limitations, on a pretax basis. The Company matches up to 50% of the first 4% of each employee's contribution. During the year ended December 31, 2021, expenses recognized for the 401(k) Plan was \$0.4 million, while the amount was immaterial for the years ended December 31, 2020 and 2019.

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

None.

Item 9A. Controls and Procedures.**Conclusions Regarding the Effectiveness of Disclosure Controls and Procedures**

As of December 31, 2021, management, with the participation of our principal executive, financial and accounting officers, performed an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Our disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act 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 the principal executive, financial and accounting officers, to allow timely decisions regarding required disclosures.

Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objective, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2021, the design and operation of our disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the year ended December 31, 2021 that has materially affected, or is 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) under the Exchange Act). Under the supervision of and with the participation of our Principal Executive Officer and our Principal Financial Officer, our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2021 based on the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in "Internal Control-Integrated Framework" (2013). Based on this assessment, management concluded that our internal control over financial reporting was effective as of December 31, 2021.

This Annual Report on Form 10-K does not include an attestation report of our independent registered public accounting firm on our internal control over financial reporting due to an exemption established 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.

We have adopted a Code of Business Conduct and Ethics that applies to all of our directors, officers, employees and consultants. The Code of Business Conduct and Ethics is available on the Corporate Governance page of our website at www.gritstonebio.com. If we ever were to amend or waive any provision of our Code of Business Conduct and Ethics that applies to our principal executive officer, principal financial officer, principal accounting officer, controller or any person performing similar functions, we intend to satisfy our disclosure obligations with respect to any such waiver or amendment by posting such information on our internet website set forth above rather than filing a Form 8-K.

All other information required by this item will be contained in our definitive proxy statement to be filed with the SEC on Schedule 14A in connection with our 2022 Annual Meeting of Stockholders (the "Proxy Statement"), which is expected to be filed not later than 120 days after December 31, 2021, and is incorporated herein by reference.

Item 11. Executive Compensation.

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

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

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

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

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services.

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

(a) The following documents are filed as part of this report:

1. Financial Statements

See Index to Financial Statements in Part II Item 8 of this Annual Report on Form 10-K.

2. Financial Statement Schedules

All schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

3. Exhibits

The documents listed in the Exhibit Index are incorporated by reference or are filed with this report, in each case as indicated therein (numbered in accordance with Item 601 of Regulation S-K).

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
3.1(a)	Amended and Restated Certificate of Incorporation.	8-K	10/02/18	3.1	
3.1(b)	Certificate of Amendment to Amendment and Restated Certificate of Incorporation.	8-K	05/06/21	3.1	
3.2	Amended and Restated Bylaws.	8-K	10/02/18	3.2	
4.1	Reference is made to exhibits 3.1 through 3.2 .				
4.2	Form of Common Stock Certificate.	S-1/A	09/17/18	4.2	
4.3	Description of Common Stock.				X
10.1(a)†	License Agreement, dated as of October 16, 2017, by and among Gritstone Oncology, Inc., Arbutus Biopharma Corporation and its subsidiary Protiva Biotherapeutics Inc.	S-1	08/23/18	10.1 (a)	
10.1(b)†	Amendment Number One to License Agreement, dated as of July 20, 2018, by and among Gritstone Oncology, Inc., Arbutus Biopharma Corporation and its subsidiary Protiva Biotherapeutics Inc.	S-1	08/23/18	10.1 (b)	
10.1(c)†	Second Amendment to Research Collaboration and License Agreement, by and between Gritstone Oncology, Inc. and bluebird bio, Inc., effective August 19, 2020.	10-Q	11/05/20	10.1	
10.2	Third Amendment to Research Collaboration and License Agreement by and between Gritstone Oncology, Inc. and bluebird bio, Inc., effective February 18, 2021.	10-Q	08/05/21	10.1	
10.3‡	Collaboration, Option and License Agreement by and between Gilead Sciences, Inc. and Gritstone Oncology, Inc., dated as of January 29, 2021.				X
10.4(a)#	2018 Incentive Award Plan.	S-8	10/02/18	99.2(A)	
10.4(b)#	Form of Stock Option Grant Notice and Stock Option Agreement under the 2018 Incentive Award Plan.	S-1/A	09/17/18	10.7 (b)	
10.4(c)#	Form of Restricted Stock Award Grant Notice under the 2018 Incentive Award Plan.	S-1/A	09/17/18	10.7 (c)	

10.4(d)#	Form of Restricted Stock Unit Award Grant Notice under the 2018 Incentive Award Plan.	S-1/A	09/17/18	10.7 (d)	
10.5#	Employment Agreement by and between Gritstone Oncology, Inc. and Andrew Allen, M.D., Ph.D., effective as of September 27, 2018.	S-1/A	09/17/18	10.9	
10.6#	Employment Agreement by and between Gritstone Oncology, Inc. and Matthew Hawryluk, Ph.D., effective as of September 27, 2018.	S-1/A	09/17/18	10.10	
10.7#	Employment Agreement by and between Gritstone Oncology, Inc. and Karin Jooss, Ph.D., effective as of September 27, 2018.	S-1/A	09/17/18	10.11	
10.8#	Employment Agreement by and between Gritstone Oncology, Inc. and Erin Jones, effective as of September 27, 2018.	S-1/A	09/17/18	10.16	
10.9#	Employment Agreement by and between Gritstone Oncology, Inc. and Rahsaan Thompson, effective as of March 2, 2020.	10-Q	05/07/20	10.1	
10.10#	Employment Agreement by and between Gritstone bio, Inc., and Vassiliki Economides, effective as of June 23, 2021.				X
10.11#	Amended and Restated Non-Employee Director Compensation Program.				X
10.12#	2018 Employee Stock Purchase Plan.	S-8	10/02/18	99.3	
10.13	Lease, dated as of February 11, 2016, by and between Gritstone Oncology, Inc. and BMR-Sidney Research Campus LLC.	S-1	08/23/18	10.4	
10.14	Office Building Net Lease, dated as of March 24, 2017, by and between Gritstone Oncology, Inc. and Hacienda Portfolio Venture, LLC.	S-1	08/23/18	10.5	
10.15	Office/Laboratory Lease, by and between Gritstone Oncology, Inc. and Emery Station West, LLC, effective as of January 28, 2019.	8-K	02/05/19	10.1	
10.16	Office/Laboratory Lease, by and between Gritstone Oncology, Inc. and MIL 21E, LLC, effective as of September 6, 2018.	10-Q	11/20/19	10.2	
10.17	First Amendment to Office/Laboratory Lease, by and between Gritstone Oncology, Inc. and MIL 21E, LLC, effective as of July 11, 2019.	10-Q	11/20/19	10.3	
10.18	Second Amendment to Office/Laboratory Lease, by and between Gritstone Oncology, Inc. and MIL 21E, LLC, effective as of May 20, 2020.	10-Q	08/05/20	10.1	
10.19	Office/Laboratory Lease, by and between Gritstone bio, Inc. and RREF II Kenmore Lessor III LLC and RREF II Kenmore Lessor IV LLC, effective as of September 23, 2021.	8-K	09/29/21	10.1	
10.20	First Amendment to Lease, by and between Gritstone bio, Inc. and MIL 21E, LLC, effective as of September 21, 2021.	8-K	09/29/21	10.2	
10.21	Third Amendment to Office/Laboratory Lease, by and between Gritstone bio, Inc. and MIL 21E, LLC, effective as of September 21, 2021.	8-K	09/29/21	10.3	
10.22	Form of Indemnification Agreement.	S-1/A	09/17/18	10.18	
10.23	Securities Purchase Agreement, dated December 22, 2020.	8-K	12/28/20	10.1	
10.24	Securities Purchase Agreement, dated December 28, 2020.	8-K	12/30/20	10.1	
10.25	Securities Purchase Agreement, dated September 16, 2021.	8-K	09/17/21	10.1	
23.1	Consent of Independent Registered Public Accounting Firm				X

31.1	<u>Certification of Chief Executive Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended.</u>	X
31.2	<u>Certification of Chief Financial Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended.</u>	X
32.1*	<u>Certification by the Chief Executive Officer and Chief Financial Officer, as required by Rule 13a-14(b) or Rule 15d-14(b) under the Securities Exchange Act of 1934, as amended, and Section 1350 of Chapter 36 of Title 18 of the United States Code (18 U.S.C. §1350).</u>	X
101.INS	Inline XBRL Instance Document	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document	X
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 Labels Linkbase Document	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	X
104	The cover page from the Company's Annual Report on Form 10-K for the year ended December 31, 2021 has been formatted in Inline XBRL.	X
†	Confidential treatment has been granted for certain information contained in this exhibit. Such information has been omitted and filed separately with the SEC.	
¥	Portions of the exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K. A copy of any omitted portions will be furnished to the SEC upon request.	
#	Indicates management contract or compensatory plan.	
*	The certification attached as Exhibit 32.1 that accompanies this Annual Report on Form 10-K is not deemed filed with the SEC and is not to be incorporated by reference into any filing of Gritstone bio, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Annual Report on Form 10-K, irrespective of any general incorporation language contained in such filing.	

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, as amended, the Registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

GRITSTONE BIO, INC.

Date: March 10, 2022

By: /s/ Andrew Allen
Andrew Allen, M.D., Ph.D.
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 each of Andrew Allen, Vassiliki Economides, and Rahsaan Thompson his or her true and lawful attorney-in-fact and agent, with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming that all said attorneys-in-fact and agents, or their, his or her substitutes or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew Allen</u> Andrew Allen, M.D., Ph.D.	President, Chief Executive Officer and Director (Principal Executive Officer)	March 10, 2022
<u>/s/ Vassiliki Economides</u> Vassiliki Economides	Chief Financial Officer (Principal Financial Officer)	March 10, 2022
<u>/s/ James Cho</u> James Cho	Chief Accounting Officer (Principal Accounting Officer)	March 10, 2022
<u>/s/ Elaine Jones</u> Elaine Jones, Ph.D.	Chairperson of our Board of Directors	March 10, 2022
<u>/s/ Clare Fisher</u> Clare Fisher	Director	March 10, 2022
<u>/s/ Steve Krognes</u> Steve Krognes	Director	March 10, 2022
<u>/s/ Naiyer A. Rizvi</u> Naiyer A. Rizvi, M.D.	Director	March 10, 2022
<u>/s/ Richard Heyman</u> Richard Heyman, Ph.D.	Director	March 10, 2022
<u>/s/ Shefali Agarwal</u> Shefali Agarwal, M.D., M.P.H.	Director	March 10, 2022

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

As of March 10, 2022, Gritstone bio, Inc. had one class of common stock registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

The following summary describes our common stock and the material provisions of our amended and restated certificate of incorporation (the "**certificate of incorporation**"), our amended and restated bylaws (the "**bylaws**"), and of the Delaware General Corporation Law (the "**DGCL**"). Because the following is only a summary, it does not contain all of the information that may be important to you. For a complete description, you should refer to our certificate of incorporation and bylaws, filed as Exhibits 3.1 and 3.2, respectively, to our Annual Report on Form 10-K filed with the Securities Exchange Commission, of which this Exhibit 4.3 is a part. We encourage you to read those documents and the DGCL carefully.

General

The certificate of incorporation authorizes 300,000,000 shares of common stock, \$0.0001 par value per share.

Common Stock

Voting Rights

Each holder of our common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. Our stockholders do not have cumulative voting rights in the election of directors. Accordingly, holders of a majority of the voting shares are able to elect all of the directors. In addition, the affirmative vote of holders of 66-2/3% of the voting power of all of the then outstanding voting stock is required to take certain actions, including amending certain provisions of our amended and restated certificate of incorporation, such as the provisions relating to amending our amended and restated bylaws, the classified board and director liability.

Dividends

Subject to preferences that may be applicable to any then outstanding convertible preferred stock, holders of our common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds.

Liquidation

In the event of our liquidation, dissolution or winding up, holders of our common stock are entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of convertible preferred stock.

Rights and Preferences

Holders of our common stock have no preemptive, conversion, subscription or other rights, and there are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences and privileges of the holders of our common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our convertible preferred stock that we may designate in the future.

Fully Paid and Nonassessable

All outstanding shares of common stock are fully paid and non-assessable.

Undesignated Preferred Stock

Under our certificate of incorporation, our board of directors has the authority, without further action by our stockholders, to issue up to 10,000,000 shares of preferred stock, \$0.0001 par value per share, in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting, or the designation of, such series, any or all of which may be greater than the rights of common stock. The issuance of our preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon our liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change in control of our company or other corporate action. As of March 10, 2022, no shares of convertible preferred stock were outstanding.

Anti-Takeover Effects of Provisions of our Amended and Restated Certificate of Incorporation, our Amended and Restated Bylaws and Delaware Law

Some provisions of Delaware law and our amended and restated certificate of incorporation and our amended and restated bylaws contain provisions that could make the following transactions more difficult: acquisition of us by means of a tender offer; acquisition of us by means of a proxy contest or otherwise; or removal of our incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions that might result in a premium over the market price for our shares.

These provisions, summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Delaware Anti-Takeover Statute

We are subject to Section 203 of the DGCL, which prohibits persons deemed “interested stockholders” from engaging in a “business combination” with a publicly-held Delaware corporation for three years following the date these persons become interested stockholders unless the business combination is, or the transaction in which the person became an interested stockholder was, approved in a prescribed manner or another prescribed exception applies. Generally, an “interested stockholder” is a person who, together with affiliates and associates, owns, or within three years prior to the determination of interested stockholder status did own, 15% or more of a corporation’s voting stock. Generally, a “business combination” includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. The existence of this provision may have an anti-takeover effect with respect to transactions not approved in advance by the board of directors, such as discouraging takeover attempts that might result in a premium over the market price of our common stock.

Undesignated Preferred Stock

The ability to authorize undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of us. These and other provisions may have the effect of deterring hostile takeovers or delaying changes in control or management of our company.

Special Stockholder Meetings

Our amended and restated bylaws provide that a special meeting of stockholders may be called by our board of directors, or by our President or Chief Executive Officer.

Requirements for Advance Notification of Stockholder Nominations and Proposals

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors.

Elimination of Stockholder Action by Written Consent

Our amended and restated certificate of incorporation and our amended and restated bylaws eliminate the right of stockholders to act by written consent without a meeting.

Classified Board; Election and Removal of Directors; Filling Vacancies

Our board of directors is divided into three classes. The directors in each class will serve for a three-year term, one class being elected each year by our stockholders, with staggered three-year terms. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Because our stockholders do not have cumulative voting rights, our stockholders holding a majority of the shares of common stock outstanding will be able to elect all of our directors. Our amended and restated certificate of incorporation provides for the removal of any of our directors only for cause and requires a stockholder vote by the holders of at least a 66-2/3% of the voting power of the then outstanding voting stock. Furthermore, any vacancy on our board of directors, however occurring, including a vacancy resulting from an increase in the size of the board, may only be filled by a resolution of the board of directors unless the board of directors determines that such vacancies shall be filled by the stockholders. This system of electing and removing directors and filling vacancies may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the directors.

Choice of Forum

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware is the exclusive forum for: any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. The exclusive forum provision will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. In addition, our amended and restated certificate of incorporation provides that the U.S. federal district courts are the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Our exclusive forum provision will not relieve us of our duties to comply with the federal securities laws and the rules and regulations thereunder, and our stockholders will not be deemed to have waived our compliance with these laws, rules and regulations.

The enforceability of similar federal court choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find this type of provision to be inapplicable or unenforceable. If a court were to find either of the choice of forum provisions contained in our amended and restated certificate of incorporation or amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

The choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with the company or its directors, officers or other employees, which may discourage such lawsuits against the company and its directors, officers and other employees and result in increased costs for investors to bring a claim.

Amendment of the Certificate of Incorporation and Bylaws

The amendment of any of the above provisions, except for the provision making it possible for our board of directors to issue undesignated preferred stock, would require approval by a stockholder vote by the holders of at least a 66-2/3% of the voting power of the then outstanding voting stock. The provisions of the DGCL, our amended and restated certificate of incorporation and our amended and restated bylaws could have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of our common stock that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in our management. It is possible that these provisions could make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

Limitations of Liability and Indemnification Matters

Our amended and restated certificate of incorporation contains provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by Delaware law. Consequently, our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL; or
- any transaction from which the director derived an improper personal benefit.

Each of our amended and restated certificate of incorporation and amended and restated bylaws provide that we are required to indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law. Our amended and restated bylaws also obligate us to advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under Delaware law. We have entered and expect to continue to enter into agreements to indemnify our directors, executive officers and other employees as determined by our board of directors. With specified exceptions, these agreements provide for indemnification for related expenses including, among other things, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding. We believe that these bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against our directors and officers for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and our stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damages.

Listing

Our common stock is listed on the Nasdaq Global Select Market under the symbol "GRTS."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Company, LLC. The transfer agent and registrar's address is 6201 15th Avenue, Brooklyn, New York 11219.

*Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.*

Exhibit 10.3

COLLABORATION, OPTION AND LICENSE AGREEMENT

BY AND BETWEEN

GILEAD SCIENCES, INC.

AND

GRITSTONE ONCOLOGY, INC.

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LIST OF SCHEDULES

Schedules

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*Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.*

COLLABORATION, OPTION AND LICENSE AGREEMENT

This COLLABORATION, OPTION AND LICENSE AGREEMENT (this “**Agreement**”) is made as of January 29, 2021 (the “**Effective Date**”), by and between Gilead Sciences, Inc., a Delaware corporation having an office at 333 Lakeside Drive, Foster City, CA 94404 (“**Gilead**”) and Gritstone Oncology, Inc., a Delaware corporation having an office at 5959 Horton Street, Suite 300, Emeryville, California 94608 (“**Gritstone**”). Gilead and Gritstone are each referred to individually as a “**Party**” and together as the “**Parties**.”

RECITALS

WHEREAS, Gilead is a pharmaceutical company with expertise in the development and commercialization of pharmaceutical and biological products;

WHEREAS, Gritstone is a biotechnology company focused on discovering and developing therapeutics using its platform technology;

WHEREAS, Gilead and Gritstone wish to collaborate with respect to certain development and manufacturing process development activities with respect to a potential vaccine product using or incorporating the Licensed Technology for the Field of Use (each, as defined below); and

WHEREAS, Gilead wishes to obtain, and Gritstone wishes to grant, an exclusive option to a license under the Licensed Technology (as defined below) and, following the exercise by Gilead of such option, Gilead will have the right to perform further development, manufacturing, commercialization or Exploitation of products incorporating a Vaccine (each, as defined below), in each case in the Field of Use, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, the terms in this Agreement with initial letters capitalized will have the meanings set forth below, or the meaning as designated in the indicated places throughout this Agreement.

1.1. “**ACA**” means the Patient Protection and Affordable Care Act.

1.2. “**Accounting Standards**” means U.S. generally accepted accounting principles, consistently applied.

1.3. “**Acquired Person**” has the meaning set forth in Section 1.33.

1.4. “**Acquiring Person**” means, collectively, the Person referenced as the acquirer of the Acquired Person or the Acquired Person’s securities or assets in the definition of Change of Control and such Person’s Affiliates, other than the Acquired Person in the definition of Change of Control and such Acquired Person’s Affiliates, determined immediately prior to the closing of such Change of Control.

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

1.5. “**Action**” means any claim, action, suit, arbitration, inquiry, audit, proceeding or investigation by or before, or otherwise involving, any Governmental Authority.

1.6. “**Affiliate**” means, with respect to a Person, any entity or person that controls, is controlled by, or is under common control with that Person, but solely during the period in which such entity or person controls, is controlled by, or is under common control with that Person. For the purpose of this Section 1.6 only, “**control**” or “**controlled**” means, (a) direct or indirect, ownership of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors in the case of a corporation or more than fifty percent (50%) of the equity interest in the case of any other type of legal entity; (b) status as a general partner in any partnership; or (c) any other arrangement whereby the entity or person appoints or has the right to appoint (other than through the ownership of voting securities) a majority of the members of the board of directors or equivalent governing body of a corporation or other entity or has the ability to cause the direction of the management or policies of a corporation or other entity; *provided, however*, in the case of this clause (c), no person or entity will be deemed to be an Affiliate of such Person solely by virtue of such person’s or entity’s direct or indirect ownership of any securities of such Person. The Parties acknowledge that in the case of entities organized under the laws of certain countries where the maximum percentage ownership permitted by Applicable Law for a foreign investor is less than fifty percent (50%), such lower percentage will be substituted in clause (a) of the preceding sentence; *provided*, that such foreign investor has the power to direct the management and policies of such entity.

1.7. “**Agreement**” has the meaning set forth in the preamble of this Agreement.

1.8. “**Agreement Payments**” has the meaning set forth in Section 10.4.1.

1.9. “**Alliance Manager**” has the meaning set forth in Section 4.3.

1.10. “**Antitrust Filing**” has the meaning set forth in Section 2.4.3(a).

1.11. “**Antitrust Law**” means any Applicable Law that is designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade, including the HSR Act.

1.12. “**Applicable Law**” means all applicable laws, statutes, rules, regulations, treaties (including tax treaties), orders, judgments or ordinances having the effect of law of any national, multinational, federal, state, provincial, county, city or other political subdivision, including, to the extent applicable, GCP, GLP and GMP, as well as all applicable data protection and privacy laws, rules and regulations, in each case that may be in effect from time to time during the Term, including, to the extent applicable, the United States Department of Health and Human Services privacy rules under the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act and the EU General Data Protection Regulation (Regulation (EU) 2016/679).

1.13. “[**]” has the meaning set forth in Section [**].

1.14. “**Audited Party**” has the meaning set forth in Section 10.5.2.

1.15. “**Auditing Party**” has the meaning set forth in Section 10.5.2.

1.16. “**Auditor**” has the meaning set forth in Section 10.5.2.

1.17. “**Biosimilar Application**” has the meaning set forth in Section 11.4.2(f).

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

1.18. **“Biosimilar Product”** means, with respect to a Product that has Regulatory Approval in the country or jurisdiction in question, a biological medicine or biological product for human use which: (a) is highly similar to such Product; (b) has no clinically meaningful differences from such Product as determined by Applicable Laws or any applicable Regulatory Authority; and (c) is approved for use (i) in the U.S., as biosimilar (as defined in the ACA) to such Product pursuant to an abbreviated regulatory approval process established under the ACA in 42 U.S.C. § 262(k) as such regulations may be amended from time to time, or a successor regulatory classification, (ii) in the EU, as a similar biological medicinal product pursuant to Directive 2001/83/EC or Regulation (EC) No 726/2004 (as applicable) as such regulations may be amended from time to time, or a successor regulatory classification, or (iii) in any other country or jurisdiction, pursuant to an equivalent regime in such country or jurisdiction.

1.19. **“BLA”** means a Biologics License Application filed with the FDA in the United States with respect to a Product, as defined in 42 U.S.C. § 262(a) and Title 21 of the U.S. Code of Federal Regulations, Section 601.2 et seq.

1.20. “[**]” has the meaning set forth in Section [**].

1.21. “[**]” has the meaning set forth in Section [**].

1.22. **“Breaching Party”** has the meaning set forth in Section 13.2.1.

1.23. **“Brief”** has the meaning set forth in Section 17.5.4.

1.24. **“Business Day”** means a day other than: (a) Saturday or Sunday; (b) any other day on which commercial banks located in San Francisco, California are obligated by Applicable Laws or executive order to close; (c) the Sunday through Saturday containing July 4th; or (d) December 26 through December 31.

1.25. **“Calendar Quarter”** means each successive period of three (3) calendar months commencing on January 1, April 1, July 1, and October 1, except that the first Calendar Quarter of the Term will commence on the Effective Date and end on the day immediately prior to the first to occur of January 1, April 1, July 1, or October 1 after the Effective Date, and the last Calendar Quarter will end on the last day of the Term.

1.26. **“Calendar Year”** means each successive period of twelve (12) calendar months commencing on January 1 and ending on December 31, except that the first Calendar Year of the Term will commence on the Effective Date and end on December 31 of the year in which the Effective Date occurs and the last Calendar Year of the Term will commence on January 1 of the year in which the Term ends and end on the last day of the Term.

1.27. **“Cassette”** means HIV Antigen sequences that may additionally include [**].

1.28. **“ChAdV”** means a chimpanzee adenovirus vector.

1.29. **“ChAdV and SAM Platform Technology”** means [**].

1.30. **“Challenge”** has the meaning set forth in Section 13.5.

1.31. **“Challenge Notice”** has the meaning set forth in Section 13.5.

1.32. **“Challenging Party”** has the meaning set forth in Section 13.5.

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

1.33. “**Change of Control**” means, with respect to a Person (an “**Acquired Person**”), the occurrence of any of the following events from and after the Effective Date: (a) any Person or group of Persons becomes the beneficial owner (directly or indirectly) of more than fifty percent (50%) of the voting shares of such Acquired Person; (b) such Acquired Person consolidates with or merges into or with another Person pursuant to a transaction in which more than fifty percent (50%) of the voting shares of the acquiring or resulting entity outstanding immediately after such consolidation or merger is not held by the holders of the outstanding voting shares of such Acquired Person immediately preceding such consolidation or merger; or (c) such Acquired Person sells or transfers to a Person other than an Affiliate of such Acquired Person all or substantially all of such Acquired Person’s assets. Notwithstanding the foregoing, the following will not constitute a Change of Control: (i) a sale of capital stock to underwriters in an underwritten public offering of a Party’s capital stock solely for the purpose of financing, (ii) the acquisition of securities of the Acquired Person by any Person or group of Persons that acquires the Acquired Person’s securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Acquired Person through the issuance of equity securities, (iii) a transaction solely to change the domicile of a Party; or (iv) a transaction or series of related transactions involving solely the Acquired Person and one or more Affiliates of the Acquired Person.

1.34. “**Claims**” has the meaning set forth in Section 16.1.

1.35. “**Clinical Trial**” means any human clinical trial of a pharmaceutical or biological product.

1.36. “**CMC**” means chemistry, manufacturing, and controls portion of a Regulatory Filing.

1.37. “**CMO**” means a Third Party contract manufacturer.

1.38. “**Code**” has the meaning set forth in Section 13.3.

1.39. “**Collaboration IP**” means, collectively, all Collaboration Know-How and Collaboration Patents.

1.40. “**Collaboration Know-How**” means, subject to Section 11.10.1, any and all Know-How that is conceived, discovered or otherwise made by or on behalf of either Party or their respective Affiliates in the course of performing activities under this Agreement during the Term, whether solely or jointly with the other Party or any Third Party(ies); *provided*, for clarity, that Collaboration Know-How excludes (a) Know-How that is [**] and (b) Know-How that is [**], except that this clause (b) shall not exclude Know-How that is (i) [**] or (ii) [**].

1.41. “**Collaboration Patents**” means, subject to Section 11.10.1, any Patent Right of a Party or any of its Affiliates that claims any Collaboration Know-How.

1.42. “**Combination Product**” means any Product, in any dosage strength, formulation, or method of administration, that includes: (a) a Vaccine; and (b) one (1) or more [**] (each in clause (b), an “**Other Product**”), whether in fixed dose combination, co-formulated, co-packaged, or otherwise sold together for one (1) price; *provided, however*, that in the case of any Product that includes [**], an “Other Product” is deemed to exclude [**]. For clarity, Combination Products include [**].

1.43. “**Commercialize**” means any and all activities directed to the commercialization of a product, including marketing; detailing; promotion; distributing; order processing; handling returns and recalls; booking sales; administering and commercially selling such product; importing, exporting and transporting such product for commercial sale; and seeking Pricing Approval of a product (if applicable),

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whether before or after Regulatory Approval has been obtained, as well all regulatory compliance with respect to the foregoing. For clarity, “**Commercialization**” does not include: (a) Manufacturing; or (b) any Clinical Trials and other trials commenced after Regulatory Approval. When used as a verb, “**Commercialize**” means to engage in Commercialization.

1.44. “**Commercially Reasonable Efforts**” means, with respect to a particular activity, Product and Party, that [**].

1.45. “**Competing Infringement**” has the meaning set forth in Section 11.4.1.

1.46. “**Competing Product**” has the meaning set forth in Section 3.5.2.

1.47. “**Compulsory License**” means, with respect to a Product in a country or territory, a license, or rights granted to a Third Party by a governmental agency within such country or territory to sell or offer for sale such Product in such country or territory under any Patent Right or Know-How owned or controlled by either Party or its Affiliates, without direct or indirect authorization from such Party or its Affiliates.

1.48. “**Compulsory Licensee**” means a Third Party granted a Compulsory License.

1.49. “**Confidential Information**” means, with respect to a Party, all confidential and proprietary information, including chemical or biological materials, chemical structures, nucleic acid or amino acid sequences, Commercialization plans, correspondence, customer lists, data, Development plans, formulae, improvements, Inventions, Know-How, processes, Regulatory Materials, reports, strategies, techniques or other confidential or proprietary business, scientific or technical information, in each case, that are disclosed by or on behalf of such Party to the other Party in connection with this Agreement, whether prior to, on or after the Effective Date, regardless of whether any of the foregoing are marked “confidential” or “proprietary” or communicated to the other Party by or on behalf of the disclosing Party in oral, written, visual, graphic or electronic form. Without limitation to the foregoing, (a) Gritstone Collaboration IP shall be deemed Confidential Information of Gritstone, and Gritstone shall be deemed the disclosing Party and Gilead shall be deemed the receiving Party with respect thereto; (b) Gilead Collaboration IP shall be deemed the Confidential Information of Gilead, and Gilead shall be deemed the disclosing Party and Gritstone shall be deemed the receiving Party with respect thereto; and (c) Joint Collaboration IP shall be deemed Confidential Information of both Parties, and both Parties shall be deemed the disclosing Party and the receiving Party with respect thereto.

1.50. “**Control**” or “**Controlled**” means with respect to (a) any Patent Rights, Know-How, other intellectual property right, Regulatory Materials or Confidential Information, the ability of a Party or its Affiliates, as applicable (whether through ownership or license (other than a license granted in this Agreement)) to grant to the other Party or its Affiliates the licenses or sublicenses as provided herein and to otherwise disclose such Know-How, intellectual property right, Regulatory Materials or Confidential Information to the other Party as provided herein, and (b) any right of reference, the ability of a Party or its Affiliates to grant such right of reference as provided herein in each case ((a) and (b)), to the extent not in violation of the terms of any then-existing agreement with any Third Party at the time such Party or its Affiliates, as applicable, (x) in the case of clause (a), would be required hereunder to grant the other Party or its Affiliates such license or sublicenses as provided herein or to otherwise disclose such Know-How, intellectual property right, Regulatory Materials or Confidential Information to the other Party or its Affiliates or (y) in the case of clause (b), would be required to grant the other Party or its Affiliates such right of reference. Notwithstanding the foregoing, a Party and its Affiliates will be deemed not to “Control” any intellectual property rights or rights of reference that are owned or in-licensed by a Third Party (or any

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Affiliates of such Third Party in existence prior to the Change of Control, other than such Party or its Affiliates) that becomes an Affiliate of such Party (or that merges or consolidates with such Party) after the Effective Date as a result of a Change of Control of such Party unless (a) prior to the consummation of such Change of Control, such Party or any of its Affiliates also Controlled such Patent Right, Know-How, other intellectual property right, Regulatory Materials or right of reference; or (b) after the consummation of such Change of Control, such Party or any of its Affiliates uses, develops or invents any such Patent Right, Know-How, other intellectual property right, Regulatory Materials or right of reference in the performance of its obligations or exercise of its rights under this Agreement (for clarity, other than in the case of Gritstone or any of its Affiliates or sublicensees pursuant to the license granted in Section 3.2.2), in each of which cases ((a) and (b)), such Patent Right, Know-How, other intellectual property right, Regulatory Materials or right of reference will be deemed to be “Controlled” by such Party for purposes of this Agreement.

1.51. **“Cover”** means, with reference to a Valid Claim and a product, that the making, using, offering to sell, selling, importing or exporting of such product would infringe such Valid Claim in the country in which such activity occurs without a license thereto (or ownership thereof).

1.52. **“Cure Period”** has the meaning set forth in Section 13.2.1.

1.53. **“[**]”** has the meaning set forth in Section [**].

1.54. **“Default”** means: (a) any breach, violation or default; (b) the existence of circumstances or the occurrence of an event that with the passage of time or the giving of notice or both would constitute a breach, violation or default; or (c) the existence of circumstances or the occurrence of an event that, with or without the passage of time or the giving of notice or both, would give rise to a right of termination, renegotiation, acceleration or material change of terms.

1.55. **“Develop”** or **“Development”** means clinical drug development activities and other development activities with respect to a product, including Clinical Trials, test method development and stability testing; toxicology; formulation; qualification; validation; statistical analysis and report writing; the preparation and submission of INDs and MAAs; regulatory affairs with respect to the foregoing and all other activities necessary or useful or otherwise requested or required by a Regulatory Authority or as a condition or in support of obtaining or maintaining a Regulatory Approval. For clarity, “Development” does not include Research or Manufacturing. When used as a verb, **“Develop”** means to engage in Development.

1.56. **“Development Milestone Events”** has the meaning set forth in Section 9.4.1.

1.57. **“Development Milestone Payments”** has the meaning set forth in Section 9.4.1.

1.58. **“Disclosing Party”** has the meaning set forth in Section 12.1.

1.59. **“Disclosure Letter”** has the meaning set forth in Section 2.4.2.

1.60. **“Disclosure Letter Date”** has the meaning set forth in Section 2.4.2.

1.61. **“Dispute”** has the meaning set forth in Section 17.5.1.

1.62. **“Divestment Period”** has the meaning set forth in Section 3.5.2.

1.63. **“DOJ”** has the meaning set forth in Section 2.4.3(a).

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- 1.64. “**Dollars**” or “**\$**” means the legal tender of the United States.
- 1.65. “**Drug Master File**” has the meaning set forth in Section 6.3.2.
- 1.66. “**EDGE™ Machine-Learning Platform Technology**” means the [**].
- 1.67. “**Effective Date**” has the meaning set forth in the preamble of this Agreement.
- 1.68. “**EMA**” means the European Medicines Agency, or any successor agency or authority thereto with comparable responsibilities.
- 1.69. “**Encumbrance**” means any claim, charge, equitable interest, hypothecation, lien, mortgage, pledge, assignment to a Third Party, power of sale, right of pre-emption, or security interest of any kind.
- 1.70. “**European Union**” or “**EU**” means all of the European Union member states as of the Effective Date.
- 1.71. “**Excluded Technology**” means [**].
- 1.72. “**Existing CDA**” means the Mutual Confidential Disclosure Agreement between the Parties, dated May 5, 2017.
- 1.73. “**Existing In-License Agreement**” has the meaning set forth in Section 1.122.
- 1.74. “**Exploit**” means to make, have made, import, export, distribute, use, have used, sell, have sold, or offer for sale, including to Research, Develop, Manufacture, perform or have performed medical affairs, Commercialize, register, modify, enhance, improve, or otherwise exploit. “**Exploitation**” and “**Exploiting**” will be construed accordingly.
- 1.75. “**FDA**” means the United States Food and Drug Administration, or any successor agency or authority thereto with comparable responsibilities.
- 1.76. “**FDA Debarment List**” means the list of firms or persons debarred pursuant to Sections 306(a) or 306(b) of the Federal Food, Drug, and Cosmetic Act (the “**FDCA**”) (21 U.S.C. § 335(a)).
- 1.77. “**FDCA**” has the meaning set forth in Section 1.76.
- 1.78. “**Field of Use**” means all uses in the field of HIV, including treatment, cure, diagnosis, or prevention thereof and, for clarity, acquired immunodeficiency syndrome; *provided* that, with respect to any Licensed Technology for which Gilead receives a sublicense under (a) the [**], the “**Field of Use**” will be limited to [**], (b) [**], (c) [**]; (d) [**] or (e) [**].
- 1.79. “**First Commercial Sale**” means, on a Product-by-Product and country-by-country basis, the first sale of such Product in such country for use or consumption by the general public (following receipt of all Regulatory Approvals that are required in order to sell such Product in such country) and for which any of Gilead or its Affiliates or Sublicensees has invoiced sales of Products in the Territory; *provided, however*, that the following will not constitute a First Commercial Sale: (a) any sale to an Affiliate or Sublicensee, unless such Affiliate or Sublicensee is the last Person in the distribution chain of the Product; (b) any use of such Product in Clinical Trials or non-clinical development activities with respect to such Product by or on behalf of a Party; or (c) [**].

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- 1.80. **“Force Majeure”** has the meaning set forth in Section 17.6.
- 1.81. **“Foundational Licensed Patent”** means any [**].
- 1.82. **“FPFD”** means the administration of the first dose of a Product to the first patient (or healthy volunteer, as relevant) while such patient or healthy volunteer is participating in a Clinical Trial.
- 1.83. **“FTC”** has the meaning set forth in Section 2.4.3(a).
- 1.84. **“FTE”** means [**] hours per year. Any person who devotes less than [**] hours per year on the activities under the R&D Plan will be treated as an FTE on a pro-rata basis, based upon the actual number of hours worked by such person on such activities, divided by [**]. Overtime, and work on weekends, holidays, and the like will not be counted with any multiplier (e.g., time-and-a-half or double time) toward the number of hours that are used to calculate the FTE contribution. For the avoidance of doubt, no individual shall count as more than one (1) FTE for any year.
- 1.85. **“Future Core In-License Agreement”** means a Gritstone In-License Agreement other than an Existing In-License Agreement pursuant to which Gritstone in-licenses, or otherwise acquires, Control of Patent Rights, Know-How or other intellectual property rights [**].
- 1.86. **“Future Gritstone Product-Related Agreement”** means an agreement, other than a Future Core In-License Agreement, entered into by Gritstone or any of its Affiliates and one or more Third Party(ies) after the Effective Date that (a) [**], or (b) [**], in each case (a) and (b), [**]; *provided that* [**].
- 1.87. **“Future Gritstone Product-Related [**]”** means a Future Gritstone Product-Related Agreement, excluding any Future Gritstone Product-Related [**].
- 1.88. **“Future Gritstone Product-Related [**]”** means (i) a Future Gritstone Product-Related Agreement described in clause (a) of the definition of Future Gritstone Product-Related Agreement or (ii) [**], including, for clarity, [**].
- 1.89. “[**]” means any issued Patent Rights that (a) are Controlled by Gritstone or any of its Affiliates [**], and (b) would be [**] (for clarity, other than [**], excluding [**]).
- 1.90. “[**]” means any [**] that is Controlled by Gritstone or any of its Affiliates [**].
- 1.91. **“Future Gritstone Product-Related Agreement Sublicense”** has the meaning set forth in Section 9.7.2(c)(ii).
- 1.92. **“Future Other In-License Agreement”** means a Gritstone In-License Agreement other than an Existing In-License Agreement, a Future Core In-License Agreement or a Future Gritstone Product-Related Agreement Sublicense.
- 1.93. **“GCP”** means the then-current standards, practices and procedures concerning Clinical Trials promulgated or endorsed by a Regulatory Authority of competent jurisdiction, as such regulations may be amended from time to time, including: (a) for the United States, as set forth in 21 C.F.R. Parts 11, 50, 54, 56, and 312, and guidance for industry, including “Guidance for Industry E6(R2) Good Clinical Practice: Integrated Addendum to ICH E6(R1),” including related regulatory requirements imposed by the FDA; (b) for the European Union, as set forth in Directive 2001/20/EC of the European Parliament and of the Council of 4 April 2001 and Commission Directive 2005/28/EC of 8 April 2005; (c) as set forth in ICH

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Guideline for Good Clinical Practice E6(R2); and (d) analogous Applicable Laws of an applicable Regulatory Authority of competent jurisdiction.

1.94. “**Generic Version**” means, with respect to a Product, a product (including a “**biogeneric**,” “**follow-on biologic**,” “**follow-on biological medicine or product**,” “**follow-on protein product**,” “**similar biological medicine or product**,” or “**biosimilar product**”) that: (a) within the U.S., is “**biosimilar**” or “**interchangeable**,” with respect to such Product as evaluated by the FDA or otherwise determined by Applicable Law; or (b) in the ROW, is determined by the applicable Regulatory Authority or by Applicable Law to be “**similar**,” “**interchangeable**,” “**bioequivalent**,” or “**biosimilar**” to such Product. For clarity, with respect to a Product, a Biosimilar Product will constitute a Generic Version of such Product.

1.95. “[**]” means [**], or any successor or permitted assignee under [**].

1.96. “[**]” means that certain [**] between [**] and as may be further amended from time to time in accordance with its terms and Section 15.5.7.

1.97. “[**]” means that certain [**].

1.98. “**Gilead**” has the meaning set forth in the preamble of this Agreement.

1.99. “**Gilead Background IP**” means any and all Patent Rights, Know-How and other intellectual property rights: (a) in existence and owned or otherwise controlled by Gilead or its Affiliates as of the Effective Date; or (b) invented, conceived, discovered or otherwise made outside of this Agreement and owned or otherwise controlled by Gilead or its Affiliates after the Effective Date, but during the Term.

1.100. “**Gilead Collaboration IP**” means, collectively, the Gilead Collaboration Know-How and the Gilead Collaboration Patents.

1.101. “**Gilead Collaboration Know-How**” means any Collaboration Know-How other than (a) Gritstone Collaboration Know-How; or (b) Joint Collaboration Know-How.

1.102. “**Gilead Collaboration Patents**” means any Collaboration Patents other than (a) Gritstone Collaboration Patents; or (b) Joint Collaboration Patents.

1.103. “**Gilead Composition**” means any HIV Antigen [**] provided by or on behalf of Gilead under the Agreement, and any nucleic acid encoding such HIV Antigen [**], including [**].

1.104. “**Gilead Indemnitee**” has the meaning set forth in Section 16.1.

1.105. “**Gilead Licensed Know-How**” means any Know-How Controlled by Gilead or any of its Affiliates as of the Effective Date or during the Term, other than Joint Collaboration Know-How, that is (a) [**] for Gritstone to conduct any Gritstone R&D Activities or any of its activities under the Supply Agreement, in each case in accordance with this Agreement or the Supply Agreement, as applicable; and (b) either (i) [**] by Gilead to Gritstone [**] for use in such activities, (ii) relate to Gilead Compositions or Gilead Materials transferred by Gilead to Gritstone under this Agreement, or (iii) constituting Gilead Collaboration Know-How [**].

1.106. “**Gilead Licensed Patents**” means any Patent Right Controlled by Gilead or any of its Affiliates as of the Effective Date or during the Term, other than Joint Collaboration Patents, that (a) claims any Gilead Licensed Know-How; or (b) is otherwise [**] for Gritstone to conduct any Gritstone R&D

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Activities or any of its activities under the Supply Agreement, in each case in accordance with this Agreement or the Supply Agreement, as applicable.

1.107. “**Gilead Licensed Technology**” means all Gilead Licensed Know-How, Gilead Licensed Patents and any Materials Controlled by Gilead or any of its Affiliates as of the Effective Date or during the Term that are provided to Gritstone for use in the performance of the Gritstone R&D Activities or Gritstone’s activities under the Supply Agreement.

1.108. “**Gilead Materials**” has the meaning set forth in Section 2.3.

1.109. “**Gilead R&D Activities**” has the meaning set forth in Section 2.1.1.

1.110. “**GLP**” means the then-current good laboratory practice standards promulgated or endorsed by the FDA as defined in 21 C.F.R. Part 58, as such regulations may be amended from time to time, and analogous Applicable Laws of an applicable Regulatory Authority and all additional Regulatory Authority documents or regulations that replace, amend, modify, supplant or complement any of the foregoing.

1.111. “**GMP**” means the then-current standards, practices and procedures concerning Good Manufacturing Practice promulgated or endorsed by a Regulatory Authority of competent jurisdiction, including: (a) section 501(a)(2)(B) of the United States Federal Food, Drug, and Cosmetic Act (21 U.S.C. 351(a)(2)(B)); (b) relevant United States regulations in Title 21 of the United States Code of Federal Regulations (including Parts 11, 210, 211, 600, and 610); (c) EU Commission Directive 2003/94/EC; (d) the European Community Guide to Good Manufacturing Practice for Medicinal Products for Human and Veterinary Use, in Volume 4 of the European Commission’s Rules Governing Medicinal Products in the European Union; (e) ICH Q7A Good Manufacturing Practice Guidance for Active Pharmaceutical Ingredients; (f) analogous Applicable Laws of an applicable Regulatory Authority at the time of Manufacture; and (g) all additional Regulatory Authority documents, regulations, policies, guidances, or guidelines, that replace, amend, modify, supplant, or complement any of the foregoing.

1.112. “**GMP Supply Product**” has the meaning set forth in the Supply Agreement.

1.113. “**Good Faith Efforts**” means, with respect to a stated goal of a Party, that such Party will use good faith efforts to achieve such goal; *provided* that [**].

1.114. “**Governmental Authority**” means any: (a) federal, state, local, municipal, foreign or other government; (b) governmental or quasi-governmental authority of any nature (including any agency, board, body, branch, bureau, commission, council, department, entity, governmental division, instrumentality, office, officer, official, organization, representative, subdivision, unit and any court or other tribunal); (c) multinational governmental organization or body; or (d) entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature (including any arbiter).

1.115. “**Gritstone**” has the meaning set forth in the preamble of this Agreement.

1.116. “[**]” means that certain [**] by and between Gritstone, on the one hand, and [**], on the other hand, dated as of [**] and as may be further amended from time to time in accordance with Section 15.5.12.

1.117. “**Gritstone Background IP**” means any and all Patent Rights, Know-How and other intellectual property rights: (a) in existence and owned or otherwise Controlled by Gritstone or its Affiliates

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as of the Effective Date; or (b) invented, conceived, discovered or otherwise made outside of this Agreement and owned or otherwise Controlled by Gritstone or its Affiliates after the Effective Date, but during the Term, in each case ((a) and (b)) that is necessary or reasonably useful to Exploit the Product in the Field of Use in the Territory.

1.118. “**Gritstone Background Patent**” means any Patent Right within the Gritstone Background IP.

1.119. “**Gritstone Collaboration IP**” means collectively, the Gritstone Collaboration Know-How and Gritstone Collaboration Patents.

1.120. “**Gritstone Collaboration Know-How**” means, subject to Section 11.10.1, any Know-How within the Collaboration Know-How that:

1.120.1. is conceived, discovered or otherwise made [**]; or

1.120.2. is conceived, discovered or otherwise made [**].

1.121. “**Gritstone Collaboration Patents**” means, subject to Section 11.10.1, any Collaboration Patents that:

1.121.1. are invented [**]; or

1.121.2. are invented [**];

1.121.3. *provided that* [**], all Patent Rights within [**] will be considered Gritstone Collaboration Patents for purposes of Sections [**].

1.122. “**Gritstone In-License Agreement**” means any contract or agreement with a Third Party (a) (i) pursuant to which Gritstone in-licenses, or otherwise acquires, Control of Patent Rights, Know-How or other intellectual property rights that constitute Licensed Technology for purposes of this Agreement that is set forth on Schedule 1.122 as of the Effective Date or (ii) that becomes an Existing In-License Agreements pursuant to Section 3.1.4(h) as of the date such agreement becomes an Existing In-License Agreement (each, ((i) and (ii)), an “**Existing In-License Agreement**”); or (b) that becomes a Gritstone In-License Agreement pursuant to Section 9.7.2 as of the date such agreement becomes a Gritstone In-License Agreement.

1.123. “**Gritstone Indemnitee**” has the meaning set forth in Section 16.2.

1.124. “**Gritstone Materials**” has the meaning set forth in Section 2.3.

1.125. “**Gritstone Operational Documentation**” means documents and information specifically related to the internal practices, policies, operating procedures, equipment and systems used by or on behalf of Gritstone or any of its Affiliates in carrying out its operations and activities, including all such documents and information maintained to comply with Applicable Law, which are (a) generally applicable to Gritstone’s operations, facilities or equipment (e.g., with respect to calibration and environmental monitoring); and (b) [**].

1.126. “**Gritstone Other Agent**” mean an Other Agent that is owned or exclusively licensed by Gritstone.

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- 1.127. “**Gritstone Platform Technologies**” means the ChAdV and SAM Platform Technology and the LNP Platform Technology.
- 1.128. “**Gritstone Product Patents**” has the meaning set forth in Section 11.3.1(c).
- 1.129. “**Gritstone Product-Related Agreement Selected Improvement IP**” has the meaning set forth in Section 9.7.2(b)(ii).
- 1.130. “**Gritstone R&D Activities**” has the meaning set forth in Section 2.1.1.
- 1.131. “**Gritstone R&D Budget**” has the meaning set forth in Section 2.1.2.
- 1.132. “**Gritstone Reimbursable Costs**” has the meaning set forth in Section 10.1.3.
- 1.133. “**HIV**” means human immunodeficiency virus.
- 1.134. “**HIV Antigen**” means any [**], intended to stimulate an HIV specific immune response in humans.
- 1.135. “**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (15 U.S.C. § 18a).
- 1.136. “**ICC Rules**” has the meaning set forth in Section 17.5.3.
- 1.137. “**IND**” means an investigational new drug application (including any amendment or supplement thereto) submitted to the FDA pursuant to U.S. 21 C.F.R. Part 312, including any amendments thereto. References herein to IND will include, to the extent applicable, any comparable filing(s) outside the U.S. for the investigation of any product in any other country or group of countries (such as a clinical trial application in the EU).
- 1.138. “**Indemnification Claim Notice**” has the meaning set forth in Section 16.3.1.
- 1.139. “**Indemnified Party**” has the meaning set forth in Section 16.3.1.
- 1.140. “**Indemnifying Party**” has the meaning set forth in Section 16.3.1.
- 1.141. “**Indemnitee**” means a Gilead Indemnitee or a Gritstone Indemnitee, as the context requires.
- 1.142. “**Infringement**” has the meaning set forth in Section 11.4.1.
- 1.143. “**Infringement Action**” has the meaning set forth in Section 11.4.2(a).
- 1.144. “**Initial Outside Date**” has the meaning set forth in Section 2.4.3(c).
- 1.145. “**Initiating Party**” has the meaning set forth in Section 11.4.2(e).
- 1.146. “**Invention**” means any invention or discovery that is created, conceived or reduced to practice.

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1.147. “**Joint Collaboration IP**” means, collectively, the Joint Collaboration Know-How and Joint Collaboration Patents.

1.148. “**Joint Collaboration Know-How**” means any Know-How within the Collaboration Know-How that (a) relates to [**]; (b) is not related to [**]; and (c) is conceived, discovered or otherwise made [**] jointly by or on behalf of Gritstone or any of its Affiliates, on the one hand, and by or on behalf of Gilead or any of its Affiliates, on the other hand.

1.149. “**Joint Collaboration Patents**” means any Collaboration Patents that (a) relate to any [**]; (b) are not related to any [**]; and (c) claim Joint Collaboration Know-How.

1.150. “**Joint Steering Committee**” or “**JSC**” has the meaning set forth in Section 4.1.1.

1.151. “**JSC Co-Chair**” has the meaning set forth in Section 4.1.2.

1.152. “**Know-How**” means algorithms, data, Inventions, methods (including methods of use or administration or dosing), practices, results, software, techniques, technology and trade secrets, including analytical and quality control data, analytical methods (including applicable reference standards), assays, batch records, chemical structures and formulation information, compositions of matter, formulae, manufacturing data and information, pharmacological, toxicological and clinical test data and results, processes, reports, research data, research tools, sequences, standard operating procedures and information of a scientific or technical nature, in each case, whether patentable or not, and, in each case, tangible manifestations thereof, excluding any Regulatory Materials and Gritstone Operational Documentation.

1.153. “**Knowledge**” means, with respect to Gritstone, [**]; *provided* that with respect to the “Knowledge” of [**].

1.154. “**Licensed Gritstone Background Know-How**” means any Licensed Know-How within the Gritstone Background IP, excluding, for clarity, any Collaboration Know-How.

1.155. “**Licensed Gritstone Background Patent**” means any Licensed Patent within the Gritstone Background IP, excluding, for clarity, any Collaboration Patent.

1.156. “**Licensed Gritstone Background Technology**” means any and all Licensed Gritstone Background Know-How and Licensed Gritstone Background Patents.

1.157. “**Licensed Know-How**” means any and all Know-How Controlled by Gritstone or any of its Affiliates [**] (including Gritstone Collaboration Know-How, but excluding Joint Collaboration Know-How) which is [**] to Exploit any Product in the Field of Use in the Territory, but excluding any Know-How within the Excluded Technology. For clarity, Licensed Know-How excludes any Licensed Patents.

1.158. “**Licensed Patent**” means any Patent Right Controlled by Gritstone or any of its Affiliates [**] (including Gritstone Collaboration Patents, but excluding Joint Collaboration Patents) which is [**] to Exploit any Product in the Field of Use in the Territory, but excluding any Patent Rights within the Excluded Technology.

1.159. “**Licensed Technology**” means, collectively, all Licensed Patents and Licensed Know-How.

1.160. “[**]” means that certain [**] between Gritstone and [**].

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1.161. “**LNP**” means lipid nanoparticle technology.

1.162. “**LNP Platform Technology**” means the [**].

1.163. “**Losses**” has the meaning set forth in Section 16.1.

1.164. “**MAA**” means a BLA, a marketing authorization application submitted to the EMA or to the competent Regulatory Authority of a member state of the EU or any equivalent filing in a country or regulatory jurisdiction other than the U.S. or EU with the applicable Regulatory Authority, and all amendments and supplements thereto, to obtain marketing approval for a pharmaceutical or biological product, in a country or in a group of countries.

1.165. “**Major European Market**” means each of France, Germany, Italy, Spain and the United Kingdom.

1.166. “**Manufacture**” means all activities related to the manufacturing of a product or any component or ingredient thereof, including the production, manufacture, having manufactured, processing, filling, finishing, packaging, labeling, shipping and holding of product or any intermediate thereof, including process development, process qualification and validation, scale-up, commercial manufacture and analytic development, product characterization, stability testing, quality assurance and quality control. For clarity, “**Manufacture**” does not include Research, Development, or Commercialization.

1.167. “**Manufacturing Technology Transfer**” has the meaning set forth in Section 7.4.

1.168. “**Material Breach**” means a breach of this Agreement which is material to the rights and obligations of the Parties and the transactions contemplated by this Agreement, taken as a whole.

1.169. “**Material Manufacturing Improvement**” means a [**] that is Controlled by Gritstone or any of its Affiliates with respect to the Manufacturing process for a [**], including [**].

1.170. “**Material Platform Improvement**” means a [**] that is Controlled by Gritstone or any of its Affiliates with respect to the Gritstone Platform Technology, including [**].

1.171. “**Materials**” has the meaning set forth in Section 2.3.

1.172. “**Milestone Payments**” has the meaning set forth in Section 9.4.2.

1.173. “**Milestones**” means the Development Milestone Events and Sales Milestone Events.

1.174. “**Net Receipts**” means [**].

1.175. “**Net Sales**” means [**]:

[**].

With respect to [**], the following will apply:

[**].

1.176. “**New License Agreement**” has the meaning set forth in Section 14.1.6.

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- 1.177. **“Non-Breaching Party”** has the meaning set forth in Section 13.2.1.
- 1.178. **“Non-Challenging Party”** has the meaning set forth in Section 13.5.
- 1.179. **“Non-Prosecuting Party”** has the meaning set forth in Section 11.3.2.
- 1.180. **“Notice of Possible Option Exercise”** has the meaning set forth in Section 2.4.2.
- 1.181. **“Option”** has the meaning set forth in Section 2.4.1.
- 1.182. **“Option Effective Date”** has the meaning set forth in Section 2.4.3(b).
- 1.183. **“Option Exercise Date”** has the meaning set forth in Section 2.4.1.
- 1.184. **“Option Exercise Fee”** has the meaning set forth in Section 9.3.
- 1.185. **“Option Exercise Notice”** has the meaning set forth in Section 2.4.1.
- 1.186. **“Option Term”** has the meaning set forth in Section 2.4.1.
- 1.187. **“Other Agent”** means an active agent, other than an HIV Antigen, including [**].
- 1.188. **“Other Product”** has the meaning set forth in Section 1.42.
- 1.189. **“Outside Date”** has the meaning set forth in Section 2.4.3(c).
- 1.190. **“Owned Licensed Gritstone Background Technology”** means any and all Licensed Gritstone Background Technology owned by Gritstone.
- 1.191. **“Owned Licensed Technology”** means any and all Licensed Technology owned by Gritstone.
- 1.192. **“Party”** and **“Parties”** has the meaning set forth in the preamble of this Agreement.
- 1.193. **“Patent Rights”** means all rights, title, and interests in and to: (a) all national, regional, and international patents and patent applications filed in any country of the world, including provisional patent applications and all supplementary protection certificates; (b) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority to any of the foregoing, including any continuation, continuation-in-part, divisional, provisional, converted provisional and continued prosecution application, or any substitute application; (c) any patent issued with respect to or in the future issued from any such patent applications, including utility models, petty patents, design patents, and certificates of invention; and (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, reexaminations, and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications.
- 1.194. **“Patent Term Extensions”** means any patent term extension, supplementary protection certificate or similar extension.
- 1.195. **“Payee”** means a Party receiving a payment under this Agreement.

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- 1.196. **“Payor”** means a Party owing or making a payment under this Agreement.
- 1.197. **“Per Product Annual Net Sales”** has the meaning set forth in Section 9.4.2.
- 1.198. **“Person”** means any individual, partnership, joint venture, limited liability company, corporation, firm, trust, association, unincorporated organization, Governmental Authority or any other entity not specifically listed herein.
- 1.199. **“Pharmacovigilance Agreement”** has the meaning set forth in Section 6.5.
- 1.200. **“Phase 1 Clinical Trial”** means a Clinical Trial that provides for the first introduction into humans of a pharmaceutical or biological product conducted in normal volunteers or patients to get information on product safety, tolerability, immunogenicity, pharmacological activity or pharmacokinetics, as more fully defined in 21 C.F.R. § 312.21(a) (or the foreign equivalent thereof).
- 1.201. **“Phase 1b Clinical Trial”** means a Phase 1 Clinical Trial in the target patient population that is designed to establish safety and immunogenicity, which may also be designed to establish an initial indication of efficacy.
- 1.202. **“Phase 3 Clinical Trial”** means a Clinical Trial of a pharmaceutical or biologic product on a sufficient number of patients, which trial the FDA permits to be conducted under an open IND and is designed to: (a) establish that the pharmaceutical or biologic product is safe and efficacious for its intended use; (b) define warnings, precautions and adverse reactions that are associated with the pharmaceutical or biologic product in the dosage range to be prescribed; and (c) together with other results, support an MAA to a Regulatory Authority for the pharmaceutical or biologic product, and that satisfies the requirements of U.S. federal regulation 21 C.F.R. § 312.21(c) and its successor regulation or equivalents in other jurisdictions.
- 1.203. **“Pivotal Clinical Trial”** means any (a) Phase 3 Clinical Trial; or (b) other Clinical Trial of a pharmaceutical or biologic product on a sufficient number of patients, the results of which, together with prior data and information concerning such product, are intended to be or otherwise are sufficient, without any additional Clinical Trial to meet the evidentiary standard for demonstrating the safety, purity, efficacy, and potency of such product established by a Regulatory Authority in any particular jurisdiction and that is intended to support, or otherwise supports, the filing of an MAA to a Regulatory Authority in such jurisdiction (including any bridging study). Notwithstanding any provision to the contrary set forth in this Agreement, treatment of patients as part of an expanded access program, compassionate sales or use program (including named patient program or single patient program), or an indigent program, in each case, will not be included in determining whether or not a Clinical Trial is a Pivotal Clinical Trial or whether a patient has been dosed thereunder.
- 1.204. **“[**] Agreement”** means [**] Agreement between the Parties, [**].
- 1.205. **“Pricing Approval”** means any approval, agreement, determination or decision establishing prices that can be charged to consumers for a pharmaceutical or biological product or that will be reimbursed by Governmental Authorities for a pharmaceutical or biological product, in each case, in a country where Governmental Authorities approve or determine pricing for pharmaceutical or biological products for reimbursement or otherwise.
- 1.206. **“Product”** means any product that contains, incorporates or otherwise includes a Vaccine, in any form, dosage strength or formulation for any method of administration [**] and does not include any

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(i) [**]; or (ii) [**]. All Products that [**], will be considered the same Product for purposes of this Agreement. For clarity, a Product may constitute a Combination Product.

1.207. “**Product Mark**” has the meaning set forth in Section 11.7.

1.208. “**Product-Specific Third Party IP**” has the meaning set forth in Section 9.7.1.

1.209. “**Prosecuting Party**” has the meaning set forth in Section 11.3.2.

1.210. “**Prosecution and Maintenance**” or “**Prosecute and Maintain**” means, with respect to a Patent Right, the preparation, filing, prosecution and maintenance of such Patent Right, as well as re-examinations, reissues, and appeals with respect to such Patent Right, together with the initiation or defense of interferences, oppositions, inter partes review, derivations, re-examinations, post-grant proceedings and other similar proceedings (or other defense proceedings with respect to such Patent Right, but excluding the defense of challenges to such Patent Right as a counterclaim in an infringement proceeding) with respect to the particular Patent Right, and any appeals therefrom. For clarification, “**Prosecution and Maintenance**” or “**Prosecute and Maintain**” will not include any other enforcement actions taken with respect to a Patent Right.

1.211. “**Publication**” has the meaning set forth in Section 12.7.

1.212. “**Publishing Party**” has the meaning set forth in Section 12.7.

1.213. “**Qualifying Use of Gritstone Platform Technology**” has the meaning set forth in Section 9.7.2(d).

1.214. “**R&D Plan**” means the plan set forth on Schedule 2.1.2(a), as may be updated from time to time pursuant to Section 2.1.2.

1.215. “**R&D Program**” means all activities conducted solely or jointly by the Parties during the Option Term pursuant to the R&D Plan.

1.216. “**R&D Team Review Meeting**” has the meaning set forth in Section 5.1.2(a).

1.217. “**Receiving Party**” has the meaning set forth in Section 12.1.

1.218. “**Regulatory Approval**” means all approvals, licenses and authorizations of the applicable Regulatory Authority necessary for the marketing and sale of a pharmaceutical or biological product for a particular indication in a country or region (including separate Pricing Approvals, as applicable), and, as applicable, including the approvals by the applicable Regulatory Authority of any expansion or modification of the label for such indication.

1.219. “**Regulatory Authority**” means any national or supranational Governmental Authority, including the FDA, the EMA or any health regulatory authority in any country or region that is a counterpart to the foregoing agencies, in each case, that holds responsibility for development and commercialization of, and the granting of Regulatory Approval for, a pharmaceutical or biological product in such country or region.

1.220. “**Regulatory Exclusivity**” means the ability to exclude Third Parties from obtaining Regulatory Approval or Commercializing a Product in a country, either through data exclusivity rights (including as described in 42 U.S.C. § 351(k)), orphan-drug exclusivity, pediatric exclusivity (including as

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described in 42 U.S.C. § 351(m)) or such other rights conferred by Applicable Laws or a Regulatory Authority in such country or jurisdiction, in each case, other than through Patent Rights.

1.221. “**Regulatory Filings**” means any submission to a Regulatory Authority of any appropriate regulatory application, including any submission to a regulatory advisory board, marketing authorization application, and any supplement or amendment thereto. For the avoidance of doubt, Regulatory Filings will include any IND or MAA.

1.222. “**Regulatory Materials**” means Regulatory Filings, submissions, notifications, communications, correspondence, registrations, marketing approvals or other filings made to, received from or otherwise conducted with a Regulatory Authority in order to develop, manufacture, market, sell or otherwise commercialize a Product in a particular country or jurisdiction, including INDs, BLAs, and other applications for marketing approval.

1.223. “**Research**” means activities related to the characterization, design, discovery, generation, identification, non-clinical or pre-clinical studies, pre-clinical development, analytical and process development, optimization, production, or profiling of vaccine candidates or products. For clarity, “**Research**” does not include Development or Manufacturing. When used as a verb, “**Research**” means to engage in Research.

1.224. “**Response**” has the meaning set forth in Section 17.5.4.

1.225. “**Reviewing Party**” has the meaning set forth in Section 12.7.

1.226. “**ROW**” means all countries and territories of the world in the Territory other than the U.S.

1.227. “**Royalties**” has the meaning set forth in Section 9.5.1.

1.228. “**Royalty Floor**” has the meaning set forth in Section 9.8.1.

1.229. “**Royalty Term**” has the meaning set forth in Section 9.5.2.

1.230. “**Sales Milestone Events**” has the meaning set forth in Section 9.4.2.

1.231. “**Sales Milestone Payments**” has the meaning set forth in Section 9.4.2.

1.232. “**SAM**” means a self-amplifying mRNA system.

1.233. “**Securities Regulator**” has the meaning set forth in Section 12.3.1(a).

1.234. “**Selected Collaboration IP**” means any [**] that relates to (i) [**] or (ii) [**].

1.235. “**Selected Collaboration Patents**” means any Patent Right within the Selected Collaboration IP.

1.236. “**Selected Dispute**” has the meaning set forth in Section 17.5.1.

1.237. “**Selected Licensed Data**” has the meaning set forth in Section 5.1.2(b).

1.238. “**Selling Party**” means Gilead, its Affiliates, or its Sublicensees, in each case, expressly excluding distributors.

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1.239. “**Senior Officers**” means, with respect to Gilead, its Chief Medical Officer or his or her designee, and, with respect to Gritstone, its Chief Executive Officer or his or her designee.

1.240. “[**]” means a [**] agreement between such Third Party and a Party, any of its Affiliates, or any of its or their respective licensees or sublicensees, which agreement was entered into in connection with [**] regarding such Third Party’s ability to Exploit [**] in one or more countries [**] owned or controlled by such Party or its Affiliates; *provided* that no such Third Party shall be deemed a [**].

1.241. “**Stock Purchase Agreement**” has the meaning set forth in Section 9.2.

1.242. “**Subcontractor**” means a Third Party contractor engaged by a Party to perform certain obligations or exercise certain rights of such Party under this Agreement (for clarity, not including the performance of any obligations or exercise of any rights of Gritstone, its Affiliates or its or their sublicensees under Section 3.2.2) on a fee-for-service basis (including contract research organizations, Third Parties acting as distributors, or CMOs), which Third Party is not otherwise granted licenses or other rights to Exploit Products.

1.243. “**Sublicensees**” means any Third Party to whom a Party, any of its Affiliates or any of its Sublicensees grants a sublicense of its rights hereunder to Exploit Products, *provided* that [**], Sublicensees shall not include Subcontractors.

1.244. “**Supply Agreement**” has the meaning set forth in Section 7.1.

1.245. “**Supply Product**” has the meaning set forth in the Supply Agreement.

1.246. “**Taxes**” has the meaning set forth in Section 10.4.1.

1.247. “**Term**” has the meaning set forth in Section 13.1.

1.248. “**Terminated Product**” means, with respect to: (a) the termination of this Agreement with respect to a Product, the Product subject to such termination; (b) the termination of this Agreement with respect to a country in the Territory, all Products in the country in the Territory subject to such termination; and (c) the termination of this Agreement in its entirety, all Products in all countries in the Territory.

1.249. “**Territory**” means all countries and territories of the world.

1.250. “**Third Party**” means any Person other than a Party or an Affiliate of a Party.

1.251. “**Third Party Acquisition**” has the meaning set forth in Section 3.5.2.

1.252. “**Third Party Agreement-Governed Intellectual Property Rights**” has the meaning set forth in Section 11.10.2(a).

1.253. “**Third Party Infringement**” has the meaning set forth in Section 11.5.1.

1.254. “**Third Party Payment**” means any amount paid or required to be paid by Gritstone pursuant to any Gritstone In-License Agreement.

1.255. “**Transfer Taxes**” has the meaning set forth in Section 10.4.1.

1.256. “**Transferrable Manufacturing Improvement**” means [**].

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- 1.257. “**Transferrable Platform Improvement**” means [**].
- 1.258. “**Transition Period**” has the meaning set forth in Section 7.4.
- 1.259. “[**]” means that certain [**], as may be amended from time to time in accordance with its terms and Section 15.5.7.
- 1.260. “[**]” means that certain [**] between Gritstone [**], and as may be further amended from time to time in accordance with its terms.
- 1.261. “**United States**” or “**U.S.**” means the United States of America, its territories, and its possessions.
- 1.262. “**Vaccine**” means any vaccine developed under this Agreement, which vaccine (i) was developed from or otherwise uses the Gritstone Platform Technologies; and (ii) incorporates a ChAdV vector or a SAM vector, with or without LNP, that expresses one or more HIV Antigens; *provided* that such vaccine will not include any (1) [**] or (2) [**]. For clarity, [**].
- 1.263. “**Valid Claim**” means a claim in: (a) an issued and unexpired patent which has not been revoked or held unenforceable or invalid by a decision of a court, patent office, or other governmental agency of competent jurisdiction from which no appeal can be or has been taken within the time allowed for appeal, and which has not been disclaimed, donated to the public or admitted to be invalid or unenforceable through reissue, re-examination, disclaimer, or otherwise; or (b) an [**].

ARTICLE II COLLABORATION AND OPTION

2.1. Research and Development Activities.

2.1.1. Each Party’s Responsibilities. Gilead will be responsible for conducting all activities assigned to it under the R&D Plan, including conducting a [**] Clinical Trial of a Vaccine and, at Gilead’s sole discretion, (a) one or more [**]; and (b) [**] (such activities, collectively, the “**Gilead R&D Activities**”). Gritstone will be responsible for performing all activities assigned to it under the R&D Plan, including conducting any [**] activities provided in such plan (such activities, the “**Gritstone R&D Activities**”). Gritstone will perform, or have performed, all Gritstone R&D Activities in accordance with the R&D Plan and this Agreement. Gritstone will not perform any activities with respect to a Product other than in accordance with the R&D Plan or the Supply Agreement. If the Gritstone R&D Activities have not been completed prior to Gilead’s delivery of an Option Exercise Notice pursuant to Section 2.4.1, at Gilead’s request, Gritstone will continue performing all remaining Gritstone R&D Activities in accordance with the R&D Plan and this Agreement and the license granted to Gritstone under Section 3.2.1 will survive until completion of the remaining Gritstone R&D Activities or until Gilead otherwise requests that Gritstone stop performing such remaining Gritstone R&D Activities. Gilead will reimburse Gritstone for the Gritstone Reimbursable Costs incurred by Gritstone in performing or having performed [**] in accordance with the Gritstone R&D Budget. Gritstone shall promptly inform Gilead upon Gritstone determining that it is likely to overspend or underspend by more than [**]. On a [**] for such [**] shall be deemed Gritstone Reimbursable Costs and reimbursed by Gilead [**].

2.1.2. R&D Plan and Gritstone R&D Budget. The initial draft of the R&D Plan agreed to by the Parties is attached hereto on Schedule 2.1.2(a). From time to time during the Option Term, and on [**], the JSC will review the then-current R&D Plan for potential amendments. Each Party’s JSC

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representatives will consider in good faith all such amendments proposed by the other Party's JSC representatives. Any proposed amendments to the R&D Plan will become effective only upon approval by the JSC, and subject to Section 4.2. The R&D Plan will be consistent with the terms of this Agreement and will form a part of this Agreement. In the event of an inconsistency between the R&D Plan and this Agreement, the terms of this Agreement will prevail. The R&D Plan will be deemed the Confidential Information of each Party. In addition, attached as Schedule 2.1.2(b) is a written budget for the Gritstone R&D Activities, which budget includes [**] (collectively, clause (a) and (b), the "**Gritstone R&D Budget**").

2.1.3. Records. Each Party will prepare and maintain complete and accurate written records of all activities performed as well as results and data obtained pursuant to the R&D Plan, in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes. In addition to the reporting obligations set forth herein, upon reasonable request of Gilead, Gritstone will grant Gilead and its Affiliates reasonable access to [**] that is generated in the course of performance of the R&D Program in a format (e.g., remote web-access secured by end-user identity and authentication solutions or by other means providing a comparable, sufficient level of data security) reasonably acceptable to both Parties. Gilead and its Affiliates will also have the right, at reasonable intervals and upon reasonable notice to Gritstone, to [**]. All such records in their disclosed form will be deemed the Confidential Information of each Party (without affecting the ownership of or confidentiality and non-use obligations related to the information therein).

2.1.4. Reporting. Each Party will keep the other Party reasonably informed on the status, progress and results of its activities under the R&D Plan through the regularly-scheduled JSC meetings described in Section 4.1.3. At least [**] before each regularly-scheduled JSC meeting, each Party will submit to the JSC a written summary (in the form of a slide deck or as otherwise reasonably determined by such Party) of the status, progress and results of its activities under the R&D Plan since its prior report. The JSC will review and discuss the status, progress and results of the R&D Program. In addition, Gritstone will provide Gilead with a final written report within [**] following the completion of its activities under the R&D Plan, which report will summarize the activities undertaken and all accomplishments achieved under the R&D Plan. All such summaries and reports in their disclosed form will be deemed the Confidential Information of each Party (without affecting the ownership of or confidentiality and non-use obligations related to the information therein).

2.2. Gilead Composition.

2.2.1. Provision of Gilead Compositions. Gilead will provide Gritstone with Gilead Compositions consisting of HIV Antigens or otherwise as Gilead believes to be reasonably necessary for Gritstone to conduct its activities under the R&D Plan or the Supply Agreement, in each case as set forth in the R&D Plan. All such Gilead Compositions will remain at all times the property of Gilead. No such Gilead Compositions, or any derivatives, analogs, modifications or components thereof, may be transferred, delivered or disclosed to any Third Party other than a Third Party identified for such purpose in the R&D Plan without the prior written approval of Gilead. Gritstone and its Affiliates may only use, and will only permit the use by any permitted Third Party of, such Gilead Compositions provided to Gritstone as contemplated under the R&D Plan or the Supply Agreement and for no other purpose. Gritstone will not, and Gritstone will cause its Affiliates and permitted Third Party transferees to not, distribute or release any such Gilead Compositions to any Person other than Gritstone's or Gritstone Affiliate's or permitted Third Party's laboratory personnel under the direct supervision of Gritstone or a Gritstone Affiliate. Gilead will have no obligation to provide to Gritstone additional Gilead Compositions beyond those consisting of HIV Antigens described in the R&D Plan or the Supply Agreement. Gritstone will not use, and will ensure that its Affiliates and permitted Third Party transferees (each as applicable) do not use, any such Gilead

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Compositions in connection with any Research, Development, Manufacturing or other activities that are subject to consulting or licensing obligations to any Third Party. Gritstone will use, and will ensure that its Affiliates and permitted Third Party transferees (each as applicable) use, such Gilead Compositions in compliance with all Applicable Law.

2.2.2. **No Warranties.** GRITSTONE UNDERSTANDS THAT ALL GILEAD COMPOSITIONS ARE SUPPLIED ON AN “AS IS” AND “WHERE IS” BASIS. GRITSTONE ACKNOWLEDGES THAT GILEAD COMPOSITIONS ARE EXPERIMENTAL IN NATURE AND MAY HAVE UNKNOWN HAZARDOUS CHARACTERISTICS, THAT GRITSTONE IS AWARE OF THE RISKS OF WORKING WITH EXPERIMENTAL MATERIAL AND THAT GRITSTONE WILL STRICTLY ADHERE TO PROPER LABORATORY PROCEDURES FOR HANDLING MATERIAL WITH UNKNOWN HAZARDS AND ANY OTHER INSTRUCTIONS PROVIDED BY GILEAD WITH RESPECT TO SUCH GILEAD COMPOSITIONS. THE GILEAD COMPOSITIONS WILL NOT BE USED IN HUMANS BY OR ON BEHALF OF GRITSTONE OR ITS AFFILIATES.

2.3. Materials Transfer. In addition to any Gilead Compositions transferred pursuant to Section 2.2, during the Option Term, Gilead or Gritstone may also transfer to Gritstone or Gilead, as applicable, or its respective designee, certain biological or chemical materials (including assays) within such Party’s or any of its Affiliates’ Control (the “**Gilead Materials**” or “**Gritstone Materials**”, as applicable, and together, the “**Materials**”) that are designated for transfer in the R&D Plan, which Materials will be used by the receiving Party solely to conduct the R&D Plan; *provided* that any transfer of such Materials by a Party to the other Party will be documented in a material transfer agreement executed by the Parties that sets forth the type, name and amount of Materials transferred, the recipient(s) and the date of the transfer. The receiving Party and any of its Affiliates or Subcontractors will have the right to use the Materials solely for conducting the R&D Plan or as otherwise specified in the applicable material transfer agreement or for such other purposes as may be agreed to by the Parties in writing and for no other purposes.

2.4. Option.

2.4.1. **Option Grant.** Gritstone hereby grants to Gilead the exclusive option, exercisable at Gilead’s sole discretion, to obtain the license set forth in Section 3.1.2 (such exclusive option, the “**Option**”). Subject to Section 2.4.3, Gilead may exercise the Option by delivering written notice of such exercise to Gritstone at any time after the Effective Date and before the earlier of (a) [**] after the earlier of (i) [**] or (ii) [**] (subject to extension under this Section 2.4.1 and Section 2.4.3(b)), the “**Option Term**”, such notice, an “**Option Exercise Notice**” and the date of delivery of such notice, the “**Option Exercise Date**”); *provided* that the Option Term will be extended beyond [**] if (x) [**] or (y) [**]. In order to rely on the immediately foregoing proviso to extend the Option Term, Gilead must (1) provide Gritstone with written notice that [**], in a timely manner, [**] after [**] and (2) promptly follow-up with written notice to Gritstone specifying [**]. If Gilead does not provide an Option Exercise Notice prior to the expiration of the Option Term, then Gilead’s right to exercise the Option will terminate and Gritstone will have no further obligations to Gilead with respect to such Option and this Agreement will terminate. Unless and until the Option Effective Date occurs, Gilead shall not, and shall cause its Affiliates and its or their Sublicensees not to, [**].

2.4.2. **Disclosure Schedule Update(s).** In connection with Gilead’s consideration of whether to exercise the Option, Gilead will have the right to provide Gritstone written notice requesting a Disclosure Letter (such notice provided pursuant to this Section 2.4.2, the “**Notice of Possible Option Exercise**”); *provided* that [**]; *provided*, for clarity, that Gilead shall have the right to deliver an Option Exercise Notice without first delivering a Notice of Possible Option Exercise. [**] following Gritstone’s receipt of the Notice of Possible Option Exercise, Gritstone will deliver to Gilead a written document,

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signed by a duly authorized officer of Gritstone (such letter, a “**Disclosure Letter**”), setting forth a schedule of exceptions to the representations and warranties in Section 15.3 as of the Disclosure Letter Date and a completed Schedule 15.3.1. From the delivery of the Disclosure Letter until Gilead’s exercise of the Option (and, as applicable, from the Option Exercise Date until the Option Effective Date), Gritstone shall have a right, but not an obligation, to further update the Disclosure Letter to reflect any further changes, supplements or amendments of which Gritstone becomes aware or as a result of an event, condition, fact or circumstance occurring during such period; *provided* that if Gritstone or its Affiliates receives any [**] after the Disclosure Letter Date but before Gilead’s exercise of the Option, Gritstone shall notify Gilead in writing no later than [**]. The date on which Gritstone delivers any Disclosure Letter pursuant to this Section 2.4.2, or any update to such Disclosure Letter pursuant to the immediately preceding sentence, shall be a “**Disclosure Letter Date**” with respect to such Disclosure Letter or update thereto, as applicable.

2.4.3. Antitrust Filings.

(a) *Filings.* If Gilead determines that any filings, notices, applications or other submissions under Antitrust Law are necessary in connection with Gilead’s exercise of the Option (“**Antitrust Filing**”), then Gilead and Gritstone will submit such Antitrust Filings within a time that Gilead determines, in its sole discretion, is prudent, and in any event, no later than [**] after the Option Exercise Date; *provided* that Gilead shall notify Gritstone in the Option Exercise Notice of any and all such Antitrust Filings that will or may be required. In connection with any such Antitrust Filing, the Parties will furnish promptly to the United States Federal Trade Commission (the “**FTC**”), the Antitrust Division of the United States Department of Justice (the “**DOJ**”) and any other applicable Governmental Authority any additional information requested within their authority under the HSR Act or other Antitrust Law, use commercially reasonable efforts to obtain antitrust clearance for the transactions contemplated hereunder as soon as practicable and otherwise cooperate with each other in any such governmental antitrust clearance process. Gilead will bear all fees in connection with any filings under this Section 2.4.3(a), and each Party will bear its respective attorneys’ fees and other expenses in connection therewith. Notwithstanding the foregoing, nothing in this Section 2.4.3(a) or otherwise in this Agreement will require either Party or its Affiliates to, in connection with obtaining antitrust clearance for the transaction contemplated hereunder, (i) propose, negotiate, effect or agree to, the sale, divestiture, license or other disposition of any assets or businesses of such Party or any of its Affiliates or otherwise take any action that limits its freedom of action with respect to, or its ability to retain, any of the businesses, product lines or assets of such Party or any of its Affiliates, or (ii) litigate or otherwise formally oppose any determination (whether judicial or administrative in nature) by a Governmental Authority seeking to impose any of the restrictions referenced in clause (ii) above.

(b) *Effectiveness.* Following the Option Exercise Notice, Gilead may not exercise the license set forth in Section 3.1.2 unless and until: (i) the applicable waiting period provided by the HSR Act has expired or terminated and all other required antitrust clearances have been obtained (solely to the extent applicable to any Antitrust Filings) or (ii) the Option Exercise Date occurs, where Gilead determines no Antitrust Filings are required, in each case ((i) and (ii)), the “**Option Effective Date.**” In addition, following the Option Exercise Notice, the Option Term will continue until the earlier of the Option Effective Date or the Outside Date.

(c) *Outside Date.* If (i) Gilead determines any Antitrust Filings are necessary or advisable in connection with Gilead’s exercise of the Option and (ii) the Option Effective Date does not occur on or before [**] after the Option Exercise Date (the “**Initial Outside Date**”), then Gilead may, in its sole discretion, provide written notice to Gritstone on or prior to the applicable Initial Outside Date to extend such Initial Outside Date by [**] (the Initial Outside Date, as it may be extended, if applicable, the “**Outside Date**”); *provided, however,* that the Parties may mutually agree to extend the Outside Date if such extension is necessary for Gilead to litigate, defend against, or otherwise contest any challenge, claim,

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lawsuit or other cause of action in connection with the Gilead's exercise of the Option pursuant to or under any Antitrust Law.

(d) *Further Assurances.* Without limiting the foregoing obligations in this Section 2.4.3, each Party will promptly notify the other of the receipt and content of any inquiries or requests for additional information made by any Governmental Authority in connection with Gilead's exercise of the Option and keep the other apprised on a prompt basis of the status of any such inquiry or request. To the extent permitted under Applicable Law and subject to a joint defense agreement between the Parties and their respective counsel, each Party will promptly inform the other Party of any oral communication with, and provide copies of written communications with, any Governmental Authority regarding Gilead's exercise of the Option, and permit the other Party or its counsel to review in advance, and in good faith consider the views of the other Party or its counsel concerning, any submission, filing or communication (and documents submitted therewith) intended to be given to the applicable Governmental Authority(ies). Except as prohibited by Applicable Law, no Party will independently participate in any meeting or conference call with any Governmental Authority in respect of any such filings, investigation or other such inquiry without giving the other Party prior notice of the meeting and, to the extent permitted by such Governmental Authority, the opportunity to attend and participate.

ARTICLE III LICENSES; EXCLUSIVITY

3.1. Licenses to Gilead.

3.1.1. Collaboration License. Subject to the terms and conditions of this Agreement, Gritstone hereby grants to Gilead and its Affiliates, during the Option Term, an exclusive (even as to Gritstone, except to the extent necessary or reasonably useful for Gritstone to perform (or have performed) the Gritstone R&D Activities under the R&D Plan in accordance with this Agreement), royalty-free, worldwide license, with the right to sublicense through multiple tiers (subject to the provisions of Section 3.1.3 and Section 3.1.4), under the Licensed Technology and Gritstone's right, title and interest in the Joint Collaboration IP, solely for the purpose of performing (or having performed) Gilead R&D Activities in the Field of Use and for use in Regulatory Filings to enable such activities for Products in the Field of Use in the Territory; *provided, however*, that while such license permits Gilead to conduct Gilead R&D Activities with respect to a Product that contains, incorporates or otherwise includes one or more Other Agents in addition to the Vaccine, Gritstone does not grant to Gilead and its Affiliates hereunder any license or other rights under Licensed Technology to Exploit any Other Agent.

3.1.2. Development and Commercial License. Subject to the terms and conditions of this Agreement, Gritstone hereby grants to Gilead and its Affiliates an exclusive (even as to Gritstone), worldwide, royalty-bearing license, with the right to sublicense through multiple tiers (subject to the provisions of Section 3.1.3 and Section 3.1.4), under the Licensed Technology and Gritstone's right, title and interest in the Joint Collaboration IP, solely (subject to Section 3.1.5) to Exploit all Products in the Field of Use in the Territory; *provided, however*, that, while such license permits Gilead to Exploit a Product that contains, incorporates or otherwise includes one or more Other Agents in addition to the Vaccine, Gritstone does not grant to Gilead and its Affiliates hereunder any license or other rights under Licensed Technology to Exploit any Other Agent. Gilead covenants to Gritstone that Gilead and its Affiliates and its and their Sublicensees will not exercise the rights granted to it pursuant to this Section 3.1.2 unless and until the Option Effective Date occurs.

3.1.3. Sublicensing by Gilead. Gilead and its Affiliates may grant sublicenses under Sections 3.1.1 and 3.1.2 to any Affiliate or Third Party; *provided* that any sublicense under Section 3.1.1 to

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any Third Party will require Gritstone's prior written consent. Any sublicense under Sections 3.1.1 and 3.1.2 will be consistent with the terms of this Agreement and will include confidentiality, non-disclosure, and non-use provisions at least as restrictive or protective of the Parties as those set forth in Article XII of this Agreement. Gilead will deliver to Gritstone notice of, and, upon Gritstone's written request, a copy of, any executed sublicense agreement granted by Gilead to a Third Party under any of the rights and licenses granted to it under Section 3.1.1 or Section 3.1.2 (which may be redacted to protect confidential information that is not necessary to confirm the scope of the sublicensed rights and compliance with this Agreement) no later than [**] following the execution thereof; *provided, however*, that unless required pursuant to a Gritstone In-License Agreement under which a sublicense is granted by Gilead, Gilead shall not have such obligation to deliver notice and a copy of a sublicense agreement entered into with a Subcontractor solely for the purposes of the subcontracted activities. In no event will Gilead or its Affiliates have a license under, or grant any Third Party a sublicense under, the Licensed Technology or Gritstone's interest in any Joint Collaboration IP for a purpose or activity outside the scope of the license grants set forth under Sections 3.1.1 and 3.1.2.

3.1.4. Gritstone In-License Agreements.

(a) Limitations on Sublicense Scope. With respect to any Licensed Know-How or Licensed Patents with respect to which Gilead receives a sublicense under any Gritstone In-License Agreement, the sublicenses granted under Section 3.1.1 or Section 3.1.2 are subject to (i) any limitations under the applicable Gritstone In-License Agreements with respect to such sublicensed rights, including with respect to the scope of licensed products, the permitted field of use, the licensed territory and the scope of exclusivity (if any) (*provided*, for clarity, that in no event shall the sublicense granted by Gritstone to Gilead be greater in scope than provided in Section 3.1.1 or Section 3.1.2), and (ii) terms governing prosecution, enforcement and defense of Licensed Know-How or Licensed Patents governed by the applicable agreements, including as further provided in Section 11.10.

(b) Existing In-License Agreements. Gritstone has provided to Gilead a true and complete copy of each Existing In-License Agreement as of the Effective Date. Gilead shall cause its Affiliates, and, subject to Section 3.1.4(g), its and their Sublicensees to, comply with all provisions of such Existing In-License Agreements to the extent applicable.

(c) Future Core In-License Agreements. Upon adoption by Gilead of a potential Future Core In-License Agreement as a Gritstone In-License Agreement pursuant to Section 9.7.2(c), [**] with respect to such Gritstone In-License Agreement. Subject to Section 3.1.4(f), Gritstone shall have the right to [**]. Gilead shall, and shall cause its Affiliates and, subject to Section 3.1.4(g), its and their Sublicensees to, comply with [**] (including with respect to sublicensees and the Exploitation of any Product in the Field of Use) and [**] with respect to applicable terms [**] governed by the applicable agreements, in each case, [**].

(d) Future Other In-License Agreements. Upon adoption by Gilead of a potential Future Other In-License Agreement as a Gritstone In-License Agreement pursuant to Section 9.7.2(c), Gilead shall, and shall cause its Affiliates and, subject to Section 3.1.4(g), its and their Sublicensees to, comply with [**] to the extent applicable (including with respect to sublicensees and the Exploitation of any Product in the Field of Use) and either: (i) [**], with respect to such agreement or (ii) included in the copy of the such agreement provided to Gilead for review [**] pursuant to Section 9.7.2(b)(iii), as applicable based on Gritstone's election thereunder, or were consented to by Gilead in writing.

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(e) Future Gritstone Product-Related Agreement Sublicense. Upon adoption by Gilead of a potential Future Gritstone Product-Related Agreement Sublicense as a Gritstone In-License Agreement pursuant to Section 9.7.2(c), Gilead shall, and shall cause its Affiliates and, subject to Section 3.1.4(g), its and their Sublicensees to, comply with [**] to the extent applicable (including with respect to sublicensees and the Exploitation of any Product in the Field of Use) and either: (i) [**], with respect to such agreement or (ii) included in the copy of the such agreement provided to Gilead for review [**] pursuant to Section 9.7.2(b)(iii), as applicable based on Gritstone's election thereunder, or were consented to by Gilead in writing.

(f) Cooperation. If any question of interpretation arises with respect to any [**], at the request of either Party, the Parties shall confer in good faith as requested by either Party from time to time and discuss approaches [**]. In the event that Gritstone requests any amendment to [**], Gilead shall consider such requested amendment in good faith.

(g) Compliance by Gilead Sublicensees. If a Sublicensee (of Gilead or its Affiliates) fails to comply with a Gritstone In-License Agreement in accordance with the requirements in this Section 3.1.4 or Section 11.10 and either Gilead becomes aware or Gritstone provides notice of such failure to Gilead, then Gilead shall, within [**] of becoming aware of such failure, either (i) [**] or (ii) [**] and, in the event of either (i) or (ii), [**] this Agreement pursuant to [**] (except to the extent required to comply or maintain Gritstone's rights under such Gritstone In-License Agreement); *provided* that Gilead shall remain responsible for the consequences of such breach. In the event that Gritstone provides notice to Gilead of an alleged failure to comply under this Section 3.1.4(g), if the Parties in good faith disagree as to whether there has been a failure to comply, then: (1) Gilead may contest the allegation by referring such matter, within [**] following its receipt of notice, for resolution in accordance with Section 17.5; (2) the relevant [**] with respect to such alleged failure to comply will be tolled from the date on which the disputing Party notifies the other Party of such Dispute and through the resolution of such Dispute in accordance with the applicable provisions of this Agreement (provided that such tolling is consistent with the applicable Gritstone In-License Agreement and Gritstone's ability to comply with and maintain Gritstone's rights under such Gritstone In-License Agreement); and (3) if it is ultimately determined that such failure to comply occurred, then Gilead will have the right to cure such failure to comply, after such determination, within the [**] cure period in accordance with this Section 3.1.4(g), which will commence as of the date of such determination (to the extent such a cure is consistent with the applicable Gritstone In-License Agreement and Gritstone's ability to comply with and maintain Gritstone's rights under such Gritstone In-License Agreement).

(h) Sublicense under [**]. Notwithstanding Section 3.1.2 or any other terms or conditions of this Agreement to the contrary, if Gilead requests a sublicense under Section 2.1(a) of the [**], then (i) Gritstone will grant such sublicense to Gilead, (ii) [**] will be considered an Existing In-License Agreement as of the effective date of such sublicense, and (iii) in addition to being subject to the provisions of Section 3.1.3 and Section 3.1.4, such sublicense shall also subject to all the obligations and requirements of [**] as they pertain to any Product for which a sublicense is granted thereunder, including Sections [**], and without limitation to the foregoing, Gilead hereby explicitly agrees to the requirements set forth in [**] of [**], as required pursuant to [**]. [**].

3.1.5. Sublicense under [**]. Notwithstanding Section 3.1.2 or any other terms or conditions of this Agreement to the contrary and subject to the provisions of Section 3.1.3 and Section 3.1.4, the sublicense granted by Gritstone under [**] is, as provided in [**] to (a) [**], or (b) [**], in each

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case ((a) and (b)), in the Field of Use during the term of [**]. For purposes of this Section 3.1.5, [**] have the meanings given in [**] has the meaning given [**] has the meaning given [**].

3.2. License to Gritstone.

3.2.1. Collaboration License. Subject to the terms and conditions of this Agreement, Gilead hereby grants to Gritstone, during the Option Term, a non-exclusive, royalty-free, worldwide license, with the right to sublicense through multiple tiers (subject to the provisions of Section 3.2.3) under the Gilead Licensed Technology solely for the purpose of performing (or having performed) the Gritstone R&D Activities or Gritstone's activities under the Supply Agreement.

3.2.2. Grantback License. Subject to the terms and conditions of this Agreement, Gilead hereby grants to Gritstone a non-exclusive, royalty-free, worldwide license, with the right to sublicense through multiple tiers (subject to the provisions of Section 3.2.3) under the Selected Collaboration IP [**]; *provided*, that Gilead does not [**]; *provided, further*, that such license does not include any [**]; *provided, further*, [**]. In no event will Gritstone or its Affiliates have a license under, or grant any Third Party a sublicense under, the Selected Collaboration IP for a purpose or activity outside the scope of the license grant set forth under this Section 3.2.2.

3.2.3. Sublicensing by Gritstone. Gritstone may not grant any sublicense of the rights granted to it under Section 3.2.1 without the prior written consent of Gilead. Any sublicense granted by Gritstone of the rights granted to it under Section 3.2.1 or Section 3.2.2 will be consistent with the terms of this Agreement and will include confidentiality, non-disclosure and non-use provisions at least as restrictive or protective of the Parties as those set forth in Article XII of this Agreement. Further, (a) [**], and (b) [**], *provided* that such sublicense shall be sufficient to satisfy the requirements of this clause (b) if [**]. Gritstone will deliver to Gilead notice of, and, upon Gilead's written request, a copy of, any executed sublicense agreement granted by Gritstone of the rights granted to it under Section 3.2.1 (redacted as necessary to protect confidential information that is not necessary to confirm compliance with this Agreement) no later than [**] following the execution thereof.

3.3. Subcontracting. Each Party may subcontract the performance of tasks and other obligations hereunder to its Affiliates or Third Parties (*provided* that [**]), which subcontract may include a sublicense of rights necessary for the performance of the subcontract as reasonably required, *provided* that [**], any such Third Party will not be deemed to be a Sublicensee solely as a result of such sublicense to the extent granted to enable the performance by the subcontractor of the subcontracted activities. Notwithstanding any other term or condition of this Agreement, in the event that the R&D Plan provides for Gritstone to conduct or have conducted any [**] and Gritstone engages [**] to perform such [**]: (a) such performance may, at Gritstone's election, be conducted under the [**]; (b) the terms of the [**] shall be deemed to meet all requirements for subcontracts under this Agreement and (c) Gritstone shall be deemed in compliance with all its applicable obligations under this Agreement with respect to the engagement of [**] to perform such [**] under the [**].

3.4. No Other Rights; Retained Rights. Each Party expressly reserves and retains all Patent Rights, Know-How or other intellectual property rights not expressly granted herein, and no right or license under any Patent Rights, Know-How or other intellectual property rights of either Party is granted or will be granted by implication. Without limiting the immediately preceding sentence and for clarity, Gritstone will retain the right to use one or more HIV or SIV polypeptides in connection with Research outside the Field of Use. Except as otherwise expressly provided in this Agreement, neither Party will receive any

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rights under this Agreement to own, use, or access the Patent Rights, Know-How, or other intellectual property rights of the other Party.

3.5. Exclusivity.

3.5.1. Exclusivity Obligation. [**].

3.5.2. Exception for Third Party Acquisition. Notwithstanding Section 3.5.1, except in the case of a Change of Control (which is governed by Section 3.5.3), if Gritstone or its Affiliates acquires a Third Party (whether such acquisition occurs by way of a purchase of assets, merger, consolidation, change of control or otherwise) (an “**Third Party Acquisition**”) that is, prior to such acquisition, researching, developing, manufacturing or commercializing a product where such activities, if conducted by Gritstone or its Affiliates at such time, would constitute a breach of Section 3.5.1 (a “**Competing Product**”), then Gritstone will not be in breach of Section 3.5.1 as a result of such Third Party Acquisition; *provided*, that Gritstone provides written notice to Gilead no later than [**] following the closing of such Third Party Acquisition that such Third Party Acquisition occurred and whether it elects to either: (x) include such Competing Product as a Product within the scope of this Agreement (subject to Gilead’s prior written approval), in which case such Competing Product in the Field of Use will be deemed a Product and be subject to the terms and conditions of this Agreement; (y) divest its rights in and to such Competing Product in the Field of Use, in which case, Gritstone and the Acquired Person will [**] within [**] (the “**Divestment Period**”) in which event the continued Exploitation of such Competing Product during the Divestment Period while the divestment is being pursued shall not constitute a breach of Section 3.5.1; *provided*, that Gritstone and the Acquired Person [**], or (z) cease all research, development, manufacturing and commercialization activities with respect to such Competing Product in the Field of Use, in which case, within [**], [**] except in the case of [**]; *provided* that [**]. No Licensed Technology, Joint Collaboration IP or Gritstone’s Confidential Information shall be used in connection with any subsequent performance of any such activities with respect to any such Competing Products in the Field of Use following the consummation of such Third Party Acquisition. In the event that, following notice to Gilead that Gritstone (or its Affiliate) intends to pursue divestment of the applicable Competing Product pursuant to clause (y) of this Section 3.5.2, such divestment is not completed during the Divestment Period, Gritstone shall notify Gilead whether it would like to elect to include such Competing Product as a Product pursuant to clause (x) above (subject to Gilead’s consent) or cease all research, development, manufacturing and commercialization activities with respect to such Competing Product in the Field of Use pursuant to clause (z) above (*provided* that in such case such activities shall be required to cease within [**] except in the case of [**]; *provided* that [**]). In the event that, following notice to Gilead that Gritstone (or its Affiliate) would like to include such Competing Product as a Product under this Agreement but Gilead does not approve of such inclusion, Gritstone shall notify Gilead whether it elects to divest its rights to such Competing Product pursuant to clause (y) above or cease all research, development, manufacturing and commercialization activities with respect to such Competing Product in the Field of Use pursuant to clause (z) above (*provided* that in such case such activities shall be required to cease [**] except in the case of [**]; *provided* that [**]. As used herein, “divest” means, with respect to a Competing Product, [**].

3.5.3. Exception for Change of Control. Notwithstanding the foregoing, in the event of a Change of Control of Gritstone, from and after the date of such Change of Control, [**].

3.5.4. Certain Third Party Arrangements. Gilead acknowledges that (a) prior to the Effective Date, Gritstone entered into (i) [**]; (ii) [**]; and (iii) [**], pursuant to which, [**]; and (b) following the Effective Date, Gritstone may [**] pursuant to which Gritstone may [**] similar terms to

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those contained in [**]; provided that for [**] to be subject to this Section 3.5.4, Gritstone shall provide Gilead with notice of, and, upon Gilead's written request, a redacted copy of, any such [**]. The Parties agree that this Section 3.5 is not intended and shall not be construed to restrict the agreements described in this Section 3.5.4 and Gritstone's continued performance of such obligations will not be considered a breach of Section 3.5.1. Gritstone represents, warrants and covenants [**] would or will require Gritstone or its Affiliates to [**].

3.6. Change of Control.

3.6.1. If Gritstone undergoes a Change of Control during the Term, then Gilead shall have the right, in its sole and absolute discretion, by written notice delivered to Gritstone (or its successor) at any time following the written notice contemplated in clause (a) of Section 3.5.3, to modify the Parties rights and obligations under this Agreement in any or all of the following ways, effective as of the date Gilead delivers such notice to Gritstone: (a) Gilead will have the right to conduct any activities allocated to Gritstone under the R&D Plan (and will have final decision-making authority at the JSC with respect to any such assumed activities or the costs thereof), (b) Gilead will have the right terminate the Supply Agreement and assume responsibility for supply of Vaccine, and (c) Gilead will have the right to immediately dissolve the JSC with any decisions formerly to be made by the JSC under this Agreement to be made (i) mutually by the Parties (subject to the final decision-making authority principles as set forth in Section 4.2, as applicable) or (ii) with respect to any activities Gilead elects to conduct as described in clause (a), by Gilead.

3.6.2. Gritstone covenants that, following such Change of Control, there shall be no material change in the level or nature of efforts or resources expended by Gritstone and its Affiliates in the performance of Gritstone's obligations under this Agreement, which material change would reasonably be expected to adversely impact (a) Gritstone's ability to perform its obligations under this Agreement or (b) the Exploitation of any Product under this Agreement.

ARTICLE IV GOVERNANCE

4.1. Joint Steering Committee.

4.1.1. Formation. Promptly after the Effective Date, the Parties will establish a joint steering committee (the "**Joint Steering Committee**" or "**JSC**") to coordinate, oversee and, as applicable, approve the Parties' activities under this Agreement during the Option Term until dissolution of the JSC pursuant to this Section 4.1.1. The JSC will dissolve upon the earlier of (a) Gilead's exercise of the Option, (b) termination of this Agreement or (c) dissolution by Gilead pursuant to Section 3.6.1 in the event Gritstone undergoes a Change of Control; provided that if Gilead exercises the Option prior to completion of the R&D Plan, Gilead may elect for the JSC to remain intact until completion of all activities under the R&D Plan.

4.1.2. Membership. The JSC will consist of three (3) representatives from each of the Parties (or such other equal number of representatives as the JSC may determine), each with the requisite experience and seniority to enable such person to make decisions on behalf of such Party with respect to the issues falling within the jurisdiction of the JSC. From time to time, each Party may substitute one (1) or more of its representatives on the JSC upon written notice to the other Party. Gilead will designate one (1) of its JSC representatives as one (1) of the co-chairpersons of the JSC, and Gritstone will designate one (1) of its representatives as the other co-chairperson of the JSC (each, a "**JSC Co-Chair**"). The JSC Co-Chairs, in consultation with the Alliance Managers, will have the following roles and responsibilities: (a) to call meetings, send notice of each such meeting and designate the time, date and place of each such

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meeting; (b) to convene or poll the representatives by other permitted means; and (c) to approve (including via email) the final minutes of any meeting of the JSC.

4.1.3. **Meetings and Minutes.** Unless otherwise agreed by the Parties, until dissolution of the JSC pursuant to Section 4.1.1, the JSC will meet quarterly to address matters within its jurisdiction. Meetings of the JSC may be held in person or by audio or video teleconference; *provided*, that unless otherwise agreed by the Parties, the location of any such in-person meetings will alternate between locations designated by Gilead and locations designated by Gritstone. The JSC Co-Chairs will be responsible for scheduling meetings and setting agendas based on the input of each Party. The JSC Co-Chairs will prepare and circulate for review and approval of the Parties minutes of each meeting promptly after the meeting. The Parties will agree on the minutes of each meeting promptly, but in no event later than [**] Business Days after receipt of such meeting minutes.

4.1.4. **Procedural Rules.** The JSC will have the right to adopt such standing rules as will be necessary for its work to the extent that such rules are not inconsistent with this Agreement. A quorum will exist whenever there is present at a meeting at least two (2) representatives appointed by each Party. The JSC will take action by consensus of the representatives present at a meeting at which a quorum exists, with each Party having a single vote irrespective of the number of representatives of such Party in attendance, or by a written resolution signed by at least two (2) representatives appointed by each Party. Employees or consultants of either Party that are not representatives of the Parties on the JSC may attend JSC meetings with prior notice and with respect to any consultants, prior consent, of the other Party; *provided, however*, that such attendees: (a) will not vote; (b) will not be counted when determining whether a quorum exists at any such meeting; and (c) will be bound by obligations of confidentiality and non-disclosure equivalent to those set forth in Article XII.

4.1.5. **Specific Responsibilities.** Until dissolution of the JSC pursuant to Section 4.1.1, the JSC's responsibilities are as follows: (a) coordinating and serving as a forum for discussing the Parties' activities under the R&D Plan; (b) reviewing and approving any amendments to the R&D Plan proposed by either Party; (c) reviewing and approving any amendments to the Gritstone R&D Budget proposed by either Party; (d) resolving disputes that arise in connection with the performance of the R&D Plan; (e) coordinating and serving as a forum for discussing the Parties' activities under the Supply Agreement; (f) resolve matters presented by any ad hoc committee that are within the scope of responsibilities delegated to such ad hoc committee by the JSC; and (g) fulfilling such other responsibilities as may be allocated to the JSC under this Agreement, the Supply Agreement or by mutual written agreement of the Parties.

4.2. Dispute Resolution.

4.2.1. **JSC.** If after reasonable discussion and good faith consideration of each Party's view on a particular matter before the JSC and within the scope of its authority, the representatives of the Parties on the JSC cannot reach consensus as to such matter in accordance with Section 4.1.4 within [**] after such matter was brought to the JSC for resolution, then either Party may refer such disagreement to the Senior Officers for resolution. If the Senior Officers cannot resolve such matter within [**] after such matter has been referred to them in accordance with this Section 4.2.1, then [**]. Notwithstanding the foregoing but subject to Section 3.6.1, without [**], no decision of the JSC [**] may be adopted, in each case, (a) to the extent pertaining to [**]; (b) with respect to or that may result in a material change [**]; or (c) with respect to [**], that may (i) [**] or (ii) [**].

4.2.2. **Limitations on Authority.** Each Party will retain the rights, powers and discretion granted to it under this Agreement, and no such rights, powers or discretion will be delegated to or vested in the JSC unless such delegation or vesting of rights, powers or discretion is expressly provided for in this

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Agreement or the Parties expressly so agree in writing. The JSC will not have the power to amend, modify or waive compliance with this Agreement or the Supply Agreement, which may only be amended, modified or waived as provided in Section 17.7 or the Supply Agreement.

4.3. Alliance Managers. Promptly following the Effective Date, each Party will appoint (and notify the other Party of the identity thereof in writing) one (1) senior representative having a general understanding of therapeutic vaccine Research and Development to act as its alliance manager under this Agreement (each, an “**Alliance Manager**”). The Alliance Managers will serve as the contact points between the Parties and will be primarily responsible for facilitating the flow of information and otherwise promoting communication, coordination and collaboration between the Parties, including: (a) facilitating periodic communications between the Parties in connection with the Parties’ reporting requirements; (b) providing single-point communication for seeking consensus both internally within the respective Party’s organization and together regarding key global strategy and planning issues, as appropriate, including facilitating review of external corporate communications; (c) raising cross-Party or cross-functional disputes in a timely manner; and (d) consulting with the JSC Co-Chairs, in accordance with Section 4.1.2. Each Alliance Manager may be a member of the JSC and *vice versa*; *provided*, that such Alliance Manager has the requisite experience and seniority to enable such person to make decisions on behalf of such Party with respect to the issues falling within the jurisdiction of the JSC. From time to time, each Party may substitute its Alliance Manager at any time upon written notice to the other Party.

4.4. Ad-Hoc Committees . By mutual agreement, the JSC may establish and disband ad-hoc committees having such responsibilities as may be expressly delegated by the JSC; *provided* that the JSC may not grant any responsibilities to an ad-hoc committee that are beyond the scope of the responsibilities of the JSC as set forth herein. Each such committee will consist of the number of representatives that is mutually agreed upon by the Parties. Each Party shall be free to change its representatives on any such committee by notice to the other Party or to send substitute representatives to any meeting of any such committee (*provided* that any non-employee representatives must receive prior approval of the JSC to attend committee meetings). Each Party’s representatives and any substitutes for such representatives on any such committee shall be bound by obligations of confidentiality and non-disclosure equivalent to those set forth in Article XII. No such committee shall have the authority to bind the Parties hereunder. Each such committee shall make recommendations to, and any unresolved disputes shall be referred for resolution to, the JSC.

4.5. Costs of Governance. The Parties agree that the costs incurred by each Party in connection with its participation at any meetings under this Article IV will be borne solely by such Party.

ARTICLE V TECHNOLOGY TRANSFERS

5.1. Disclosure of Know-How.

5.1.1. Initial Know-How Transfer. Gritstone will provide to Gilead copies of the Licensed Know-How (other than Licensed Know-How relating to the Manufacture of Products, any transfer of which will be performed under Section 7.4, Section 7.5 or pursuant to the Supply Agreement as provided therein) that (a) exists as of the Effective Date, (b) [**] and (c) is either (i) [**] or (ii) otherwise reasonably requested by Gilead, in each case no later than [**] in a format reasonably acceptable to both Parties.

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

5.1.2. Periodic Know-How Transfers.

(a) At Gilead's request, the Parties shall meet and confer in accordance with this Section 5.1.2, through research or development colleagues that each Party may designate from time to time, regarding [**] (any such meeting, a "**R&D Team Review Meeting**"). Gritstone shall use [**]. Such meetings shall occur [**], and thereafter on [**] or as otherwise mutually agreed until [**].

(b) As Gilead may reasonably request [**] following each R&D Team Review Meeting, [**], Gritstone will provide to Gilead copies of [**] and that is (a) [**]; or (b) [**], and, in each case ((a) and (b)), [**]; *provided* that, with respect to any [**] that is Controlled by Gritstone or its Affiliates [**], Gritstone's obligations to [**] shall be subject to the applicable [**], as applicable. Gritstone shall [**] in a format reasonably acceptable to both Parties, with respect to such Selected Licensed Data. For purposes of this Agreement, "**Selected Licensed Data**" means [**], *provided* that, [**].

(c) As Gilead may reasonably request [**] following any such R&D Team Review Meeting, [**], Gritstone will provide to Gilead copies of [**], *provided* that, with respect to any [**] that is Controlled by Gritstone or its Affiliates [**], Gritstone's obligations to [**] shall be subject to the applicable [**], as applicable with respect to such [**]. Gritstone shall [**] in a format reasonably acceptable to both Parties.

5.1.3. Cooperation. Without limiting the foregoing, to the extent reasonably requested by Gilead for Gilead's conduct of Gilead R&D Activities or Gilead's Exploitation of any Vaccine component of a Product pursuant to this Agreement [**], Gritstone shall consider in good faith any other reasonable requests from Gilead for Gritstone to transfer Licensed Know-How not otherwise covered by Section 2.1.3 or this Section 5.1 (other than Licensed Know-How relating to the Manufacture of Products, which shall be addressed under Section 7.4, Section 7.5 or under the Supply Agreement). For clarity, safety data exchanges will occur pursuant to the Pharmacovigilance Agreement entered into pursuant to Section 6.5.

5.1.4. Limitations. Notwithstanding the foregoing or any term or condition of this Agreement, unless Gritstone otherwise agrees in writing, Gritstone shall not have an obligation to provide or license to Gilead under this Agreement (a) [**], or (b) [**], and this Agreement shall be deemed to exclude such data (under clauses (a) and (b)) from the Licensed Technology licensed to Gilead in this Agreement; *provided* that this Section 5.1.4 shall not modify Gritstone's obligations pursuant to the last sentence of Section 6.3.4 or under the Pharmacovigilance Agreement.

5.2. Consultation and Assistance. In addition to providing copies of the relevant Licensed Know-How in accordance with Section 5.1, Gritstone will make its personnel reasonably available to Gilead, [**], so as to enable Gilead to practice the Licensed Technology in connection with its performance of the Gilead R&D Activities and the Exploitation of the Products (and any components thereof). To the extent reasonably requested by Gilead after Gilead's exercise of the Option, Gritstone will provide technical assistance and support to enable Gilead to utilize Licensed Know-How with respect to the [**] for use Exploiting the Products (and any components thereof), including by coordinating with [**] to request that [**] provide reasonable ongoing technical support in connection with the foregoing [**] (it being understood that [**] is not obligated to provide such support pursuant to the [**]). If Gilead requests assistance pursuant to this Section 5.2 [**].

ARTICLE VI
DEVELOPMENT AND REGULATORY MATTERS

6.1. Development. From and after the Option Effective Date, Gilead will be solely responsible for conducting all Development activities with respect to Products in the Field of Use in the Territory, at Gilead's sole expense.

6.2. Development Reports. From and after the Option Effective Date, Gilead will provide to Gritstone within [**] after the end of each [**] a written report, substantially in the form attached hereto as Schedule 6.2, which [**] during the prior [**] with respect to Products in the Field of Use in [**]. Each report will be the Confidential Information of Gilead.

6.3. Regulatory.

6.3.1. General Responsibility. From and after the Effective Date, subject to Section 6.3.2, as between the Parties, Gilead will have the sole right (and will solely control, at its discretion), itself or with or through its Affiliates, Sublicensees or other Third Parties, to: (a) prepare and submit to applicable Regulatory Authorities all Regulatory Materials, including INDs, for Products; (b) obtain and maintain all Regulatory Approvals for Products; and (c) conduct communications with the Regulatory Authorities for the Products.

6.3.2. Gritstone Responsibility. As between the Parties, during the Option Term, Gritstone will be responsible for [**], except that Gilead shall remain responsible for [**]. Gritstone will (a) [**] (subject to the foregoing proviso) in a timely manner to [**]; (b) [**]; (c) timely prepare [**]; and (d) provide timely support [**]. Without limiting the foregoing, Gritstone will assist Gilead as may be reasonably requested by Gilead in connection with Gilead's preparation, submission to Regulatory Authorities and maintenance of Regulatory Materials for respective Products, including Gilead's preparation for [**]. Notwithstanding the foregoing or any term or condition of this Agreement, including Section 5.1, this Section 6.3.2 and Section 6.3.5, in no event will Gilead have [**].

6.3.3. Ownership. All Regulatory Materials generated under this Agreement with respect to any Product, including in the course of the R&D Program, will be owned by and held in the name of Gilead or its designee. Nothing contained in this Section 6.3.3 is intended or shall be construed to convey to Gilead any ownership of any Licensed Know-How contained in any such Regulatory Materials or any Gritstone Operational Documentation.

6.3.4. Communication with Regulatory Authorities. For clarity and without limiting Section 6.3.1, Gilead will have the exclusive right to correspond or communicate with Regulatory Authorities regarding the Products and other regulatory matters in the Field of Use under this Agreement. Unless required by Applicable Law, Gritstone, its Affiliates and its Subcontractors will not correspond or communicate with Regulatory Authorities regarding any Product without first, in each case, obtaining Gilead's prior written consent, either during or after the Option Term; *provided*, that, upon Gilead's request, Gritstone or its Affiliates will attend any meeting with a Regulatory Authority regarding any Product. If Gritstone, its Affiliates or its Subcontractors receive any correspondence or other communication from a Regulatory Authority regarding a Product, Gritstone will provide Gilead with access to or copies of all such material written or electronic correspondence promptly (and in any event, within [**]) after its receipt. If any correspondence, communication or meeting with a Regulatory Authority regarding the Products or other regulatory matters in the Field of Use under this Agreement concerns a [**], Gilead will [**]. If Gritstone has any correspondence, communication or meeting with a Regulatory Authority [**].

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

6.3.5. **Right of Reference; Access to Data.** Gilead and its designees will have, and Gritstone (on behalf of itself and its Affiliates) hereby grants to Gilead and its designees, a right of reference (without any further action required on the part of Gritstone or its Affiliates, except as set forth in Section 6.3.2, whose authorization to file this consent with any Regulatory Authority is hereby granted) to the [**] and its designees to exercise its rights and perform its obligations under this Agreement with respect to the applicable Products in the Field of Use[**]. In the interim, Gilead and its designees will [**], and Gritstone will ensure that Gilead and its designees [**]; *provided* that [**] in a format reasonably acceptable to both Parties. During the Term, with respect to other products or programs of Gritstone or its Affiliates, upon Gilead's reasonable request for rights of reference with respect to Regulatory Materials Controlled by Gritstone and its Affiliates with respect to other products and programs, as may be reasonably useful to Gilead with respect to the Vaccine component of any Product, [**].

6.4. Development Diligence. Beginning as of the Option Effective Date and subject to the terms and conditions of this Agreement, Gilead will itself, or with or through its Affiliates, Sublicensees or other Third Parties, use Commercially Reasonable Efforts to Develop and obtain Regulatory Approval for (a) [**] in the Field of Use; and (b) [**]. For clarity, subject to compliance with this Section 6.4 and the other applicable terms and conditions of this Agreement, the Development of Products will be in Gilead's sole discretion.

6.5. Pharmacovigilance. Prior to [**], the Parties will agree upon and implement a procedure for the mutual exchange of adverse event reports and safety information associated with the Products. Details of the operating procedure respecting such adverse event reports and safety information exchange will be the subject of a mutually-agreed written pharmacovigilance agreement between the Parties which will be entered into within the same period (the "**Pharmacovigilance Agreement**").

6.6. Compliance. Each Party agrees that in performing its obligations under this Agreement, it: (a) will comply with all Applicable Law, including applicable current international regulatory standards, such as GMP, GLP, GCP, and other rules, regulations, and requirements; and (b) will not employ or use any person that has been debarred under Sections 306(a) or 306(b) of the FDCA.

6.7. Regulatory Notices. In the event that: (a) based on the results of an audit or inspection by a Regulatory Authority of any facility of a Party (including its CRO or CMO, subject to the terms of such Party's contract with such CRO or CMO) involved in the Research, Development or Manufacture of a Product, a Regulatory Authority notifies such Party in writing of a finding; or (b) a Regulatory Authority takes, or gives notice in writing of its intent to take, any regulatory action with respect to any activity of a Party, in each case ((a) or (b)), which finding or action would reasonably be expected to have a material adverse effect on, with respect to Gritstone, its activities under any R&D Plan or Manufacture of a Product or, with respect to Gilead, any activities under any R&D Plan or the Research, Development, Manufacture or Commercialization of a Product, such Party will promptly notify the other Party thereof and provide a copy of such notice or summary of such action taken, as applicable. Such notice, finding, action, and all information related thereto will constitute the Confidential Information of the disclosing Party. Notwithstanding the foregoing, this Section 6.7 will terminate and be of no further force or effect, on a Product-by-Product basis, following First Commercial Sale of such Product.

ARTICLE VII MANUFACTURING

7.1. Supply Agreement. Concurrent with the Effective Date, the Parties will execute a supply agreement ("**Supply Agreement**") (and a corresponding quality agreement with customary terms and conditions) pursuant to which Gritstone will Manufacture and supply (a) Research Supply Product (as

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defined in the Supply Agreement) [**], [**] and (b) GMP Supply Product containing [**] to the extent necessary for approximately [**].

7.2. Manufacturing. Subject to Section 7.1, the terms of the Supply Agreement and the Parties' rights and responsibilities in connection with the R&D Program as provided in the R&D Plan, Gilead and its Affiliates or its Sublicensees will be solely responsible, at Gilead's expense, for the Manufacture of the Products being Developed or Commercialized under this Agreement.

7.3. Manufacturing Know-How and Assistance. In addition to its obligations under Section 7.1 and without limiting its obligations under the Supply Agreement, during the Term, Gritstone will [**] provide assistance to Gilead or its designee, [**], to enable Gilead or its designee, in an efficient and timely manner, to prepare for Manufacturing of the Product, it being understood that any Manufacturing technology transfer and support for obtaining Regulatory Approvals for Manufacturing shall be carried out pursuant to, and governed by, Section 7.4. Without limitation to any amounts due to Gritstone pursuant to the terms of the Supply Agreement, if Gilead requests assistance pursuant to this Section 7.3, [**].

7.4. Manufacturing Technology Transfer. Without limiting the other provisions of this Article VII or Gritstone's obligations under the Supply Agreement, as soon [**] following the Option Effective Date or [**] of Gritstone (and [**] to complete no later than [**] after the Option Effective Date or such written notice), Gritstone will transfer or cause to be transferred (from Gritstone, its Affiliates, or its CMOs) to Gilead and its designees copies (in writing and in an electronic format) of Licensed Know-How Controlled by Gritstone or its Affiliates with respect to the Manufacturing process for the Product supplied by Gritstone to Gilead pursuant to the Supply Agreement, as such Licensed Know-How is further described in Schedule 7.4 [**], in order to enable Gilead and its designees to [**] (such transfer, the "Manufacturing Technology Transfer"). Such transfers will include [**] as such Licensed Know-How is further described in Schedule 7.4. Promptly upon Gilead's initiation of the Manufacturing Technology Transfer, the Parties will meet and confer regarding the Licensed Know-How used by or on behalf of Gritstone to Manufacture Product for Gilead pursuant to the Supply Agreement and the Parties will update Schedule 7.4 to the extent reasonably requested by Gilead based on such discussions. In addition, [**] (such period, the "Transition Period"), Gritstone will [**] to Gilead and its designees [**] in order to ensure an orderly transition of the Manufacturing technology and operations to Gilead and its designees and to assist Gilead and its designees pursuant to this Section 7.4 in the Manufacture of the Products. [**].

7.5. Future Manufacturing Improvements. At the request of either Party, the Parties shall meet and confer [**] during the period following the Manufacturing Technology Transfer and prior to [**] regarding any Transferrable Manufacturing Improvements. With respect to Transferrable Manufacturing Improvements [**], Gritstone will transfer or cause to be transferred (from its Affiliates or its CMOs) to Gilead and its designees copies (in writing and in an electronic format) of such Licensed Know-How detailing identified Transferrable Manufacturing Improvements, as is [**] to enable Gilead and its designees to [**], *provided* that, with respect to any [**] that is Controlled by Gritstone or its Affiliates [**], Gritstone's obligations [**] shall be subject to the applicable [**], as applicable, with respect to such [**]. [**].

7.6. Gritstone Operational Documentation. To the extent reasonably requested by Gilead during the term of the Supply Agreement, Gritstone will permit Gilead pursuant to the audit provisions of the Supply Agreement to review, during regular business hours, the Gritstone Operational Documentation at Gritstone's facilities to the extent such documents or information is reasonably useful for Gilead to conduct Research, Development or Manufacturing activities under this Agreement.

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

7.7. Transfer Limitation. Notwithstanding any term or condition of this Article VII (including Schedule 7.4) or this Agreement to the contrary, in no event shall Gritstone have any obligation to transfer, cause to be transferred or provide any [**], or any [**], unless Gilead has either (i) [**] or (ii) [**], in a form reasonably satisfactory to Gritstone [**].

ARTICLE VIII COMMERCIALIZATION

8.1. Commercialization. From and after the Option Effective Date, Gilead will be solely responsible for Commercializing Products in the Field of Use in the Territory, at Gilead's sole expense.

8.2. Commercialization Diligence. Following Regulatory Approval of a Product in the Field of Use in [**], Gilead will itself, or with or through its Affiliates, Sublicensees or other Third Parties, use [**] to Commercialize such Product in the Field of Use in [**]. If Gilead's sublicense under the Genevant Agreement is in effect, following Regulatory Approval of [**] (for clarity, [**]) in the Field of Use in (i) [**] and (ii) [**], Gilead will [**]. For clarity, subject to compliance with this Section 8.2 and the other applicable terms and conditions of this Agreement, the Commercialization of the Products will be in Gilead's sole discretion.

ARTICLE IX FINANCIAL PROVISIONS

9.1. Upfront Payment. In consideration of the licenses and rights granted to Gilead and its Affiliates hereunder, within [**] days following the Effective Date, Gilead will pay Gritstone a non-refundable, non-creditable, one-time upfront payment of Thirty Million Dollars (\$30,000,000).

9.2. Equity Investment. Concurrently with the execution of this Agreement, the Parties will execute the Stock Purchase Agreement in the form attached hereto as Schedule 9.2 (the "**Stock Purchase Agreement**"), pursuant to which Gilead will purchase the Shares (as such term is defined in the Stock Purchase Agreement) on the terms set forth in the Stock Purchase Agreement.

9.3. Option Exercise Fee. In the event that Gilead exercises (in its sole discretion) the Option pursuant to Section 2.4, Gilead will pay Gritstone [**] within [**] days after receipt of an invoice from Gritstone for such payment (such payment, the "**Option Exercise Fee**"). For clarity, Gritstone will not issue an invoice for the Option Exercise Fee until on or after the [**].

9.4. Milestone Payments.

9.4.1. Development Milestones. In further consideration of the licenses and rights granted to Gilead and its Affiliates hereunder, Gilead will make one-time milestone payments to Gritstone set forth in Table 9.4.1 below upon the first achievement by Gilead or its Affiliates or Sublicensees of each of the development milestone events set forth in Table 9.4.1 below for the first Product to achieve such milestone event (the development milestone events set forth in Table 9.4.1, the "**Development Milestone Events**" and the development milestone payments set forth in Table 9.4.1, the "**Development Milestone Payments**"). For the avoidance of doubt, each Development Milestone Payment hereunder will be payable only once upon the first achievement of the applicable Development Milestone Event. If Gilead or its Affiliates or sublicensees achieve all Development Milestone Events, then the maximum amount payable by Gilead under this Section 9.4.1 is [**]. All payments to be made pursuant to this Section 9.4.1 will be made as provided in Article X.

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

Table 9.4.1 - Development Milestone Event	Development Milestone Payment
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

9.4.2. Commercial Milestones. Gilead will make one-time milestone payments to Gritstone set forth in Table 9.4.2 below upon the achievement by Gilead or its Affiliates or sublicensees of each of the sales-based milestones events set forth in Table 9.4.2 below with respect [**] (for each Product, the “**Per Product Annual Net Sales**,” and the sales-based milestone events set forth in Table 9.4.2, the “**Sales Milestone Events**,” and the sales-based milestone payments set forth in Table 9.4.2, the “**Sales Milestone Payments**” and together with the Development Milestone Payments, the “**Milestone Payments**”). For purposes of this Section 9.4.2, [**]. Each of the Sales Milestone Payments set forth below will be payable only once upon the first achievement of the applicable Sales Milestone Event. If Gilead or its Affiliates or sublicensees achieve all Sales Milestone Events, then the maximum amount payable by Gilead under this Section 9.4.2 is [**]. All payments to be made pursuant to this Section 9.4.2 will be made as provided in Article X.

Table 9.4.2 - Sales Milestone Event	Sales Milestone Payment
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

9.5. Royalty Payments.

9.5.1. Royalty Rates. In further consideration of the licenses and rights granted to Gilead and its Affiliates hereunder, subject to the provisions of Section 9.6, on a Product-by-Product basis, Gilead will pay to Gritstone royalties in the amount of the marginal royalty rates set forth in Table 9.5.1 below based on the Per Product Annual Net Sales for such Product (such payments, “**Royalties**”). For purposes of this Section 9.5, [**]. For clarity, the royalty tiers will be calculated [**]. All payments made pursuant to this Section 9.5.1 will be made as provided in Article X.

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

Table 9.5.1 - Pre Product Annual Net Sales	Royalty Rate
Portion of Per Product Annual Net Sales that is less than [**]	[**]
Portion of Per Product Annual Net Sales that is equal to or greater than [**], and less than [**]	[**]
Portion of Per Product Annual Net Sales that is equal to or greater than [**], and less than [**]	[**]
Portion of Per Product Annual Net Sales that is equal to or greater than [**], and less than [**]	[**]
Portion of Per Product Annual Net Sales that is equal to or greater than [**], and less than [**]	[**]
Portion of Per Product Annual Net Sales that is equal to or greater than [**], and less than [**]	[**]
Portion of Per Product Annual Net Sales that is equal to or greater than [**]	[**]

9.5.2. Royalty Term. On a Product-by-Product and country-by-country basis, Gilead’s obligation to pay Royalties for a Product in a country will begin upon the First Commercial Sale of such Product in such country and will expire upon the last to occur of (a) [**]; (b) [**]; and (c) [**] (the “**Royalty Term**”). Upon expiration of the Royalty Term for a given Product in a given country (i) no further Royalties will be payable in respect of sales of such Product in such country, and (ii) the licenses granted to Gilead under Section 3.1.2 with respect to the Exploitation of such Product in such country will automatically become fully paid-up, perpetual, irrevocable and royalty free. For clarity, only a single Royalty will be payable as a result of one or more Valid Claims in a Licensed Patent Covering the sale of such Product during the applicable Royalty Term. On a Product-by-Product and country-by-country basis, from and after the expiration of the Royalty Term for a Product in a country, Net Sales of such Product in such country shall be excluded for purposes of calculating the Net Sales thresholds set forth in Section 9.4.2 and the Net Sales thresholds and ceilings set forth in Section 9.5.1.

9.6. Royalty Reductions.

9.6.1. No Valid Claim. On a Product-by-Product and country-by-country basis, if the sale of such Product is no longer Covered by a Valid Claim within the Licensed Patents in such country, then the royalties payable with respect to such Product during the Royalty Term pursuant to Section 9.5 in such country will be reduced by [**] during such period.

9.6.2. Loss of Market Exclusivity. On a Product-by-Product and country-by-country basis, if [**], then, thereafter, the royalties payable with respect to annual Net Sales of such Product during the Royalty Term pursuant to Section 9.5, as may be adjusted by Section 9.6.1, in such country will be reduced to [**] of the royalties otherwise payable pursuant to Section 9.5, as may be adjusted by Section 9.6.1. [**].

9.7. Third Party Obligations.

9.7.1. Product-Specific Third Party IP. [**] will [**] a license agreement or otherwise acquire rights to Patent Rights, Know-How or other intellectual property (including by way of settlement of litigation) that is [**] to Exploit a Product in the Field of Use in the Territory and [**] (any such intellectual property, “**Product-Specific Third Party IP**”), [**] subject to the remainder of this Section 9.7. For clarity, [**].

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

9.7.2. Other Third Party IP.

(a) *Notice; Negotiation of Future In-License Agreements.*

(i) If Gritstone reasonably determines that any Patent Rights, Know-How or other intellectual property rights owned or otherwise controlled by a Third Party are necessary in order for Gilead to practice any Qualifying Use of Gritstone Platform Technology to Exploit a Product in the Field of Use in the Territory, then Gritstone will notify Gilead of any such intellectual property.

(ii) If Gritstone reasonably determines, or Gilead notifies Gritstone, that any Patent Rights, Know-How, or other intellectual property rights owned or otherwise controlled by a Third Party are [**] to Exploit the Gritstone Platform Technologies in the Field of Use in the Territory and such intellectual property is not Product-Specific Third Party IP, then [**]. Subject to the terms of this Section 9.7.2(a)(ii), Gritstone will [**]. Without limiting the foregoing, if Gritstone is negotiating a proposed Future Core In-License Agreement that is, [**], Gritstone will [**].

(b) *Disclosure of Future In-License Agreements.*

(i) Except for Future Gritstone Product-Related Agreements, which are subject to Section 9.7.2(b)(ii), in the event that Gritstone enters into an agreement with a Third Party after the Effective Date pursuant to which Gritstone in-licenses, or otherwise acquires, Control of Patent Rights, Know-How or other intellectual property rights that are [**] in order to Exploit the Gritstone Platform Technologies in the Field of Use in the Territory (excluding any such intellectual property rights that would constitute Excluded Technology), then Gritstone will promptly provide Gilead with notice of such license or other agreement.

(ii) In the event that Gritstone enters into any Future Gritstone Product-Related Agreement and pursuant to such agreement Gritstone in-licenses, or otherwise acquires, Control in the Field of Use of (1) any (A) [**], or (B) [**] or (3) [**] (in each case, ((1), (2) and (3)), “**Gritstone Product-Related Agreement Selected Improvement IP**”), then Gritstone will [**], (x) [**], or (y) [**] (or, if later, [**]). For clarity, Gritstone’s obligation to [**] will not arise in relation to a Future Gritstone Product-Related Agreement unless and until there are [**].

(iii) If Gritstone provides Gilead with notice of a potential Gritstone In-License Agreement pursuant to Section 9.7.2(b)(i) and [**], then Gritstone will provide Gilead with a copy of the applicable license or other agreement with the Third Party (redacted as necessary to protect agreement terms and confidential information that are not necessary to confirm the scope of the sublicensed rights and compliance with this Agreement), together with a [**] under any such potential [**] applicable to sublicensees, and (a) [**] (including with respect to sublicensees under the Licensed Technology Controlled by Gritstone pursuant to such agreement) and (b) [**], as applicable to the Licensed Technology that would be subject to such sublicense agreement. If Gritstone provides Gilead with notice of a potential Gritstone In-License Agreement pursuant to Section 9.7.2(b)(i) or Section 9.7.2(b)(ii) and [**], then Gilead may [**] (x) (I) [**] and (II) [**] or (y) a copy of the applicable proposed Gritstone In-License Agreement (redacted as necessary to protect agreement terms and confidential information that are not necessary to confirm the scope of the sublicensed rights and compliance with this Agreement). For clarity, [**].

(c) *Acceptance or Non-Acceptance of Future In-License Agreements.*

Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.

(i) Within [**] days following receipt of such notice pursuant to Section 9.7.2(b)(i), Gilead will decide, in its sole discretion, whether or not to accept the applicable Patent Rights, Know-How or other intellectual property as Licensed Technology licensed under this Agreement and will provide Gritstone written notice of such decision. If Gilead decides to accept a sublicense under such intellectual property, then (x) such Patent Rights, Know-How or other intellectual property will constitute Licensed Technology sublicensed to Gilead under this Agreement pursuant to the license grants in Section 3.1, (y) such agreement will thereafter be included within the definition of Gritstone In-License Agreements, and (z) subject to Section 9.7.2(d), Gilead shall, and shall cause its Affiliates and, subject to Section 3.1.4(g), its and their Sublicensees to, comply with all applicable terms (including with respect to sublicensees and the Exploitation of any Product in the Field of Use) pursuant to Sections 3.1.4 and 11.10.2 with respect to such Gritstone In-License Agreement.

(ii) Within [**] days following receipt of such notice pursuant to Section 9.7.2(b)(ii), Gilead will decide, in its sole discretion, whether or not to accept a sublicense under the applicable Gritstone Product-Related Agreement Selected Improvement IP that would be Licensed Technology for purposes of this Agreement if such agreement had been in effect as of the Effective Date. If Gilead decides to accept a sublicense under such intellectual property, then (x) such Gritstone Product-Related Agreement Selected Improvement IP will constitute Licensed Technology sublicensed to Gilead under this Agreement pursuant to the license grants in Section 3.1, (y) such agreement will thereafter be included within the definition of Gritstone In-License Agreements solely with respect to the applicable Gritstone Product-Related Agreement Selected Improvement IP and the terms and conditions applicable thereto (any such Gritstone In-License Agreement, a “**Future Gritstone Product-Related Agreement Sublicense**”), and (z) subject to Section 9.7.2(d), Gilead shall and shall cause its Affiliates and, subject to Section 3.1.4(g), its and their Sublicensees to, comply with all applicable terms (including with respect to sublicensees and the Exploitation of any Product in the Field of Use) pursuant to Sections 3.1.4 and 11.10.2 with respect to such Future Gritstone Product-Related Agreement Sublicense.

(iii) If Gilead does not accept any Third Party agreement as a Gritstone In-License Agreement pursuant to Section 9.7.2(c)(i) or (ii), as applicable (including by failing to respond within such [**]-day period), then (1) Gilead and its Affiliates will have no obligations with respect to such Third Party agreement and (2) Gritstone will have no obligation to grant any sublicense or other rights to Gilead under such Third Party agreement. Notwithstanding any other term or condition of this Agreement, the definitions of Licensed Know-How, Licensed Patents and Licensed Technology, Licensed Technology under this Agreement shall be deemed to exclude Patent Rights, Know-How or other intellectual property licensed to Gritstone or any of its Affiliates pursuant to a license or other agreement entered into by Gritstone or its Affiliates after the Effective Date unless and until such agreement becomes a Gritstone In-License Agreement pursuant to this Section 9.7.2(c).

(d) *Responsibility for Payments under Gritstone In-License Agreements.* Gritstone will be solely responsible for, and will satisfy, all financial obligations, including royalties, due from Gritstone to any Third Party under the Existing In-License Agreements [**] (i) [**] and (ii) [**]. With respect to any Gritstone In-License Agreement that becomes a Gritstone In-License Agreement pursuant to Section 9.7.2(c), [**] will be responsible for all payment obligations under such agreement [**], except as follows. [**]. The Parties shall coordinate in good faith to agree upon timing and mechanics for payments and any required notice of milestone achievement under each Gritstone In-License Agreement that are [**] under this Agreement with the goal of ensuring that such payments are made and notices [**] in sufficient time [**] to make corresponding payments and notices to the Third Party in a timely manner under the Gritstone In-License Agreement. All such payments that are [**] in accordance with the terms of the applicable Gritstone In-License Agreement. For purposes of this Agreement, “**Qualifying Use of**

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Gritstone Platform Technology” means any aspect of the Gritstone Platform Technology that both (a) [**] and (b) [**] (1) [**] or (2) [**].

9.7.3. Offset for Third Party Payments. If Gilead, any of its Affiliates or any of its Sublicensees obtains a right or license under any Patent Rights, Know-How or other intellectual property right of a Third Party after the Effective Date that is [**] for the Development, Manufacturing, Commercialization or other Exploitation of [**] in the Field of Use in the Territory by or on behalf of Gilead, its Affiliates or its Sublicensees, including any rights or licenses obtained pursuant to Section 9.7.1 or Section 9.7.2, then Gilead may deduct from the Royalties that would otherwise have been due in a particular [**] an amount equal to [**] of the amount of any payments (including payments for obtaining such right or license, royalties, milestones, amounts paid in settlement and any other amounts) paid or accrued by Gilead or any of its Affiliates or Sublicensees to such Third Party for such right or license or the exercise thereof during [**]. Notwithstanding the foregoing, to the extent any amounts paid to such Third Party for such right or license are [**], Gilead may not deduct such amounts from the Royalties.

9.8. Cumulative Effect of Reductions.

9.8.1. On a country-by-country and Product-by-Product basis, in no event will Royalties payable to Gritstone in accordance with Section 9.5.1 in any country in any [**] for any Product be reduced, pursuant to Sections 9.6.1, 9.6.2, 9.7.3 or 14.3, to less than the amount provided pursuant to clause (a) or clause (b) (as applicable, the “**Royalty Floor**”):

- (a) in the event that [**], or
- (b) in the event that [**].

9.8.2. In the event that Gilead would, but for the restriction set forth in this Section 9.8, have the right to reduce the Royalties due to Gritstone for Products pursuant to Section 9.5.1 in a country in a given [**] under Section 9.6.1, 9.6.2, or 9.7.3, alone or together to an amount lower than the Royalty Floor, then such unused reduction may be carried forward and used as a credit in one or more future [**] for Products in the same country, and such unused reduction will be [**]; *provided* that such Royalties due in such country are not reduced by more than the Royalty Floor for each such Product in each such [**].

9.9. No Projections. Each of Gritstone and Gilead hereby acknowledges and agrees that nothing in this Agreement will be construed as representing an estimate or projection of anticipated sales of any Product, and that the Milestones and Net Sales levels set forth above or elsewhere in this Agreement or that have otherwise been discussed by the Parties are merely intended to define the Milestone Payments and royalty obligations to Gritstone in the event such Milestones or Net Sales levels are achieved. NEITHER GRITSTONE NOR GILEAD MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT IT WILL BE ABLE TO SUCCESSFULLY DEVELOP, OBTAIN REGULATORY APPROVAL FOR, OR COMMERCIALIZE ANY PRODUCT OR, IF COMMERCIALIZED, THAT ANY PARTICULAR NET SALES LEVEL OF SUCH PRODUCT WILL BE ACHIEVED.

9.10. Non-Refundable and Non-Creditable Payments. Notwithstanding the non-refundable or non-creditable nature of any payments hereunder, but subject to the limitations set forth in Section 16.5, nothing in this Agreement will limit either Party’s rights to assert or obtain damages for breach of this Agreement, including damages calculated based on the payments made under this Agreement.

ARTICLE X
REPORTS AND PAYMENT TERMS

10.1. Reports; Payment Terms.

10.1.1. Development Milestone Payments. Gilead will furnish to Gritstone a written notice of the achievement by Gilead, its Affiliates or its Sublicensees of a Development Milestone Event within [**] Business Days after such Development Milestone Event has been achieved. After the receipt of any such notice, Gritstone will submit an invoice to Gilead with respect to the corresponding Development Milestone Payment. Gilead will pay such Development Milestone Payment within [**] days after receipt of such invoice.

10.1.2. Royalties and Sales Milestone Payments. During the period from the First Commercial Sale of any Product until the end of the last-to-expire Royalty Term, Gilead will, within [**] following the end of each [**] for which Royalties are due: (a) furnish to Gritstone a written report, showing the (i) aggregate Net Sales of each Product sold in each country during the relevant [**] in Dollars and amounts of such Net Sales [**], (ii) Royalties and any Sales Milestone Events that have accrued hereunder in respect of Net Sales [**], and (iii) the exchange rates used in determining the amounts payable in Dollars; and (b) pay such Royalties and Sales Milestone Payments with respect to such [**] as set forth in such written report.

10.1.3. Gritstone Reimbursable Costs. Gilead shall reimburse Gritstone for Gritstone Reimbursable Costs incurred in accordance with this Agreement [**]. After each [**] during the Term, Gritstone will invoice Gilead for any Gritstone Reimbursable Costs incurred during [**] for which reimbursement is due to Gritstone under this Agreement and Gilead shall reimburse Gritstone for undisputed Gritstone Reimbursable Costs within [**] days of receipt of Gritstone's invoice therefor. "**Gritstone Reimbursable Costs**" shall mean [**].

10.1.4. Payment Method. On or before the Effective Date, Gritstone will provide its current IRS Tax Form W-9 to Gilead. All payments under this Agreement will be made by deposit of Dollars in the requisite amount to the following bank account of Gritstone or such other account as Gritstone may from time to time designate by notice to Gilead. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day.

[**]

10.2. Currency. All payments under this Agreement will be payable in Dollars. With respect to sales of a Product and other amounts received or to be paid to a Third Party in a currency other than Dollars, such amounts and amounts payable will be converted to Dollars using the exchange rate mechanism generally applied by Gilead in preparing its audited financial statements for the applicable [**]; *provided* that such mechanism is in compliance with Accounting Standards and Gilead's normal practices used to prepare its audited financial statements.

10.3. Blocked Currency. If at any time legal restrictions in the Territory prevent the prompt remittance of any payments with respect to sales therein, Gilead will have the right and option to make such payments by depositing the amount thereof in local currency to Gritstone's account in a bank or depository designated by Gritstone in the Territory.

10.4. Taxes; Withholding.

10.4.1. Generally. Except as set forth in this Section 10.4.1 or Section 10.4.2, the Payee will be liable for all income and other taxes (including interest) (“**Taxes**”) imposed upon any payments made by the Payor to Payee under this Agreement (“**Agreement Payments**”). The amounts set forth herein are exclusive of all applicable sales or use, goods and services, value added, consumption or other similar fees or taxes (“**Transfer Taxes**”) arising on the Agreement Payments, and the Payor will be responsible for and pay any such Transfer Taxes imposed on it with respect to the Agreement Payments due to the Payee hereunder.

10.4.2. Tax Withholding. If Applicable Law requires the withholding of Taxes in respect of any Agreement Payment, the Payor is authorized to deduct the amount thereof from such Agreement Payment and shall remit such withheld amount to the relevant Governmental Authority in a timely manner. Notwithstanding the foregoing, except if as a result of Gritstone assigning this Agreement or changing its domicile, additional taxes become due that would not have otherwise been due hereunder with respect to the upfront payment pursuant to Section 9.1 and the Option Exercise Fee pursuant to Section 9.3, Gilead shall pay to Gritstone the upfront payment pursuant to Section 9.1 and the Option Exercise Fee pursuant to Section 9.3 free and clear of any withholding, and without any deduction, on account of any Taxes. For the avoidance of doubt, the Payor’s remittance of Taxes withheld in accordance with this Section 10.4.2, together with payment to the Payee of the remaining Agreement Payments, will constitute the Payor’s full satisfaction of Agreement Payments under this Agreement. The Payor will promptly (as available) submit to the Payee appropriate proof of payment of the withheld Taxes as well as the official receipts within a reasonable period of time.

10.4.3. Tax Cooperation. The Parties agree to cooperate with one another and use reasonable efforts to reduce or eliminate such withholding of Taxes, Transfer Taxes, or similar obligations in respect of payments made under this Agreement, as permitted under Applicable Law, including under any applicable provision of any present or future income tax treaty.

10.5. Records and Audit Rights.

10.5.1. Records. Each Party will keep, and will cause its Affiliates and as applicable sublicensees, to keep complete, true and accurate books and records in accordance with its Accounting Standard in relation to this Agreement and Net Sales, Royalties, Development Milestone Payments, Sales Milestone Payments and any other payments and reimbursements required hereunder, as applicable. Each Party will keep such books and records for at least [**] years following the Calendar Year to which they pertain or for such longer period of time as required under any Applicable Law.

10.5.2. Audit Rights. Subject to the other terms of this Section 10.5.2, during the Term, at the request of a Party (the “**Auditing Party**”), which will not be made more frequently than one (1) time per [**], upon at least [**] days’ prior written notice from the Auditing Party, the other Party (the “**Audited Party**”) will permit an independent, nationally-recognized certified public accountant selected by the Auditing Party and reasonably acceptable to the Audited Party (the “**Auditor**”) to inspect, during regular business hours, the relevant records required to be maintained by the Audited Party under Section 10.5.1; *provided* that such audit right will not apply to records beyond [**] years from the end of the Calendar Year to which they pertain and that records for a particular period may only be audited once. Prior to its inspection, the Auditor will enter into a confidentiality agreement with both Parties having obligations of confidentiality and non-use no less restrictive than those set forth in Article XII and limiting the disclosure and use of such information by such Auditor to authorized representatives of the Parties and the purposes germane to Section 10.5.1.

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10.5.3. Payment. In the event such audit leads to the discovery of a discrepancy to the Auditing Party's detriment, the Audited Party will, within [**] days after receipt of such report from the Auditor, pay any undisputed amount of the discrepancy. The Auditing Party will pay the full cost of the audit unless the underpayment of amounts due to or overpayment of amounts payable by the Auditing Party is greater than [**] of the amount due for the entire period being examined, in which case the Audited Party will pay the reasonable cost charged by the Auditor for such review. Any undisputed overpayments by the Audited Party revealed by an examination will be paid by the Auditing Party within [**] days of the Auditing Party's receipt of the applicable report.

10.5.4. Disputes. Any disagreement regarding the results of any audit conducted under this Section 10.5 will be subject to the dispute resolution provisions for Selected Disputes set forth in Section 17.5.4.

ARTICLE XI INTELLECTUAL PROPERTY RIGHTS

11.1. Inventorship. Except as otherwise expressly provided herein, determination of inventorship of any Inventions (whether patentable or not) created, conceived or reduced to practice by or on behalf of a Party or any of its Affiliates, whether solely or jointly with any Third Party (or with the other Party or any of its Affiliates), in the course of activities performed under this Agreement, will be determined by application of U.S. patent law pertaining to inventorship.

11.2. Ownership.

11.2.1. Background Intellectual Property. As between the Parties, and subject to the licenses granted under this Agreement, each Party retains all rights, title and interests in and to all Patent Rights, Know-How and other intellectual property rights that such Party owns or otherwise Controls as of the Effective Date or that it develops or otherwise acquires after the Effective Date outside the performance of the activities under this Agreement. Without limiting the generality of the foregoing, as between the Parties, and subject to the licenses granted under this Agreement, Gilead retains all of its rights, title and interests in and to the Gilead Background IP, and Gritstone retains all of its rights, title and interest in and to the Gritstone Background IP.

11.2.2. Collaboration IP.

(a) *Gritstone Collaboration IP*. As between the Parties, Gritstone will own and retain all right, title and interest in and to all Gritstone Collaboration IP. Gilead will promptly disclose to Gritstone in writing the creation, conception or reduction to practice of any Invention within Gritstone Collaboration IP by or on behalf of Gilead or any of its Affiliates. Gilead, for itself and on behalf of any of its Affiliates, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign) to Gritstone all its right, title and interest in and to any Gritstone Collaboration IP.

(b) *Gilead Collaboration IP*. As between the Parties, Gilead will own and retain all right, title and interest in and to all Gilead Collaboration IP. Gritstone will promptly disclose to Gilead in writing the creation, conception or reduction to practice of any Invention within Gilead Collaboration IP by or on behalf of Gritstone or any of its Affiliates. Gritstone, for itself and on behalf of any of its Affiliates, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign) to Gilead all its right, title and interest in and to any Gilead Collaboration IP.

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(c) *Joint Collaboration IP.* Joint Collaboration IP will be owned jointly by Gilead and Gritstone on the basis of an equal, undivided interest and will be deemed to be Controlled by each Party. Each Party, for itself and on behalf of any of its Affiliates, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign) to the other Party a joint, equal and undivided right, title and interest in and to any Joint Collaboration IP. Subject to the licenses granted under Section 3.1 and the exclusivity obligations under Section 3.5, each Party will have the right to use such Joint Collaboration IP, or license such Joint Collaboration IP to its Affiliates or any Third Party, or sell or otherwise transfer its interest in such Joint Collaboration IP to its Affiliates or a Third Party, in each case, without a duty to seek consent or account to the other Party, so long as such use, sale, license or transfer is consistent with this Agreement.

(d) *Cooperation.* Each Party will reasonably cooperate, and will cause its Affiliates to reasonably cooperate, with the other Party to effectuate and perfect the ownership rights set forth in this Section 11.2 and Section 11.10.1, including by promptly executing and recording affidavits, assignments, agreements and other documents, as applicable, consistent with such ownership.

(e) *Third Party Arrangements.* In addition, each Party will ensure that its arrangements with any of its Affiliates, employees, Subcontractors and successors-in-interest include provisions that allow such Party to comply with its obligations under this Section 11.2 with respect to any Collaboration IP developed, conceived or reduced to practice from the activities of any of such Party's Affiliates, employees, and successors-in-interest with respect to any Licensed Technology and with Section 11.10, as applicable; *provided* that [**], without limiting Section 3.1.3 or 3.1.4, (i) each sublicense under Section 3.1.1 or 3.1.2 shall provide, and Gilead shall ensure, that each sublicensee thereunder (through multiple tiers) shall comply with Section 11.10 (to the extent applicable) and (ii) Gilead will [**] to ensure that each sublicense under Section 3.1.1 or 3.1.2 provides a present grant of rights or present assignment such that Gritstone receives a present grantback license pursuant to Section 3.2.2 to any Patent Rights or Know-How conceived, discovered, otherwise made or invented by or on behalf of such sublicensee that (x) would be [**] and (y) that would be [**].

11.3. Prosecution and Maintenance.

11.3.1. Right to File and Prosecute.

(a) *Solely Owned Patents.* Except as otherwise expressly provided in this Section 11.3, as between the Parties, each Party will have the sole right (but not the obligation) to Prosecute and Maintain any Patent Rights that it owns, at its sole cost and expense.

(b) *Joint Collaboration Patents.* [**] will have the first right (but not the obligation) to Prosecute and Maintain the Joint Collaboration Patents, at [**] sole cost and expense. If, during the Term, [**] in any country decides not to file a Joint Collaboration Patent, or intends to allow such Patent Right to lapse or become abandoned, then it will promptly provide written notice to [**] of such decision (and, in any event, no less than [**] in advance of any applicable deadline). [**] may, upon written notice to [**], assume the Prosecution and Maintenance of such Patent Right. In such event [**] will be responsible for [**] of the costs and expenses incurred thereafter for the Prosecution and Maintenance of such Patent Right.

(c) *Licensed Patents.* [**] will have (i) the first right (but not the obligation) to Prosecute and Maintain [**] (such Licensed Patents, the "**Gritstone Product Patents**"), and (ii) the sole right (but not the obligation) to Prosecute and Maintain all other Licensed Patents, each at [**] sole cost

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and expense. If, during the Term, [**] in any country decides not to file a Gritstone Product Patent, or intends to allow such Gritstone Product Patent to lapse or become abandoned, then it will promptly provide written notice to [**] of such decision (and, in any event, no less than [**] in advance of any applicable deadline). [**] may, upon written notice to [**], assume the Prosecution and Maintenance of such Gritstone Product Patent at [**] sole cost and expense. In such event [**] will be responsible [**] of the costs and expenses incurred thereafter for the Prosecution and Maintenance of such Gritstone Product Patent. [**].

11.3.2. Review and Comment Rights. The Party having the right to Prosecute and Maintain a [**] under Section 11.3.1 (the “**Prosecuting Party**”) will keep the other Party (the “**Non-Prosecuting Party**”) informed as to material developments with respect to the Prosecution and Maintenance of such Patent Right, including by providing copies of all substantive office actions or any other substantive documents to or from any patent office, including notice of all interferences, reissues, reexaminations, *inter partes* reviews, post grant proceedings, oppositions or requests for patent term extensions. The Prosecuting Party will also provide the Non-Prosecuting Party with a reasonable opportunity to comment substantively on the Prosecution and Maintenance of such Patent Right prior to taking material actions (including the filing of initial applications), and will in good faith consider and, solely in the case of Gritstone Product Patents, incorporate, any reasonable comments timely made by and actions timely recommended by the Non-Prosecuting Party.

11.3.3. Cooperation and Coordination. Each Party will (a) upon reasonable request by a Party, obtain and deliver to the other Party any necessary documents for the other Party to exercise its rights to Prosecute and Maintain all Patent Rights pursuant to Section 11.3.1; (b) render all signatures that will be necessary in connection with all such patent filings consistent with this Article XI; and (c) assist the other Party in all other reasonable ways that are necessary for the issuance of those Patent Rights for which such other Party is responsible, as well as for the preparation, prosecution, defense and maintenance of such Patent Rights.

11.4. Enforcement.

11.4.1. Notification. During the Term, the Parties will promptly inform each other in writing if either Party becomes aware of any suspected, threatened or actual: (a) infringement by any Third Party of any Licensed Patents or Collaboration Patents; or (b) unauthorized use or misappropriation of any of the Licensed Know-How or Collaboration Know-How (such infringement or unauthorized use or misappropriation, in each case of (a) and (b), an “**Infringement**”) that arises as a result of the making, using, offering to sell, selling or importing of a vaccine product that would be competitive with a Product in the Field of Use in the Territory (a “**Competing Infringement**”). Each Party will provide any available evidence of such Infringement with such notification.

11.4.2. Infringement Actions.

(a) *Solely Owned IP.* Except as otherwise expressly provided in this Section 11.4, as between the Parties, each Party will have the sole right (but not the obligation) to initiate an infringement, misappropriation or other appropriate suit (an “**Infringement Action**”) with respect to any infringement or misappropriation of any Patent Rights or Know-How that such Party solely Controls, by counsel of its own choice, in such Party’s own name and under such Party’s sole direction and control and at such Party’s sole cost and expense.

(b) *Joint Collaboration IP.* [**] will have the first right (but not the obligation) to initiate an Infringement Action with respect to any Infringement of any Joint Collaboration IP at [**] sole

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cost and expense. If [**] fails to initiate an Infringement Action against any such Infringement with respect to any Joint Collaboration IP within [**] after written notice of such Infringement is first provided by a Party under Section 11.4.1, then [**] will have the right to initiate and control an Infringement Action with respect to such Infringement by counsel of its own choice, at its own discretion and at [**] cost and expense and [**] will have the right, at its own expense, to be represented in any such action by counsel of its own choice; *provided* that if [**].

(c) *Licensed Technology*. Subject to Section 11.4.2(d), [**] will have the first right (but not the obligation) to initiate an Infringement Action with respect to any Competing Infringement of any Licensed Technology at [**] sole cost and expense. If [**] fails to initiate an Infringement Action against any Competing Infringement with respect to any Licensed Technology within [**] after written notice of such Competing Infringement is first provided by a Party under Section 11.4.1, then [**] will have the right to initiate and control an Infringement Action with respect to such Competing Infringement by counsel of its own choice, at its own discretion and at [**] cost and expense and [**] will have the right, at its own expense, to be represented in any such action by counsel of its own choice; *provided* that if [**].

(d) *Gritstone Background IP*. Gritstone will have the [**] right (but not the obligation) to initiate an Infringement Action with respect to any Competing Infringement of any Licensed Gritstone Background Technology at Gritstone's sole cost and expense. Gritstone will keep Gilead informed of the status and progress of such enforcement efforts and will reasonably consult with Gilead, including using reasonable efforts to take Gilead's comments into good faith consideration with respect to the infringement or claim construction of any claim in any Patent Rights contained in the Licensed Gritstone Background Technology. If [**] Notwithstanding the foregoing Section 11.4.2(d), Gilead shall have no right [**], and, for clarity, [**].

(e) *Procedures*. If the Party having the right to initiate an Infringement Action under this Section 11.4 (the "**Initiating Party**") desires to initiate such Infringement Action but may not do so due to Applicable Law or regulation (even as the assignee or exclusive licensee of such infringed Patent Right), then such Initiating Party may require that the other Party join as a named party in such action or itself initiate such Infringement Action, at the Initiating Party's sole cost and expense. The Initiating Party will take the lead in the control and conduct of any such Infringement Action under this Section 11.4 and will keep the other Party reasonably informed of any such Infringement Action, and the other Party will reasonably assist the Initiating Party in any such Infringement Action under this Section 11.4 at the Initiating Party's expense. In no event may the Initiating Party settle any such Infringement Action in a manner that would limit the rights of the other Party or impose any obligation on the other Party, in each case, without the other Party's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned.

(f) Notwithstanding the foregoing, if either Party receives a copy of an application submitted to the FDA for a Biosimilar Product (a "**Biosimilar Application**") referencing a Product, whether or not such copy is provided in accordance with the BPCI Act, or otherwise becomes aware that such a Biosimilar Application has been submitted to or approved by a Regulatory Authority (such as through receipt of a notice of commercial marketing described in Section 351(l)(8)(A) of the PHSA or in an instance described in Section 351(1)(9)(C) of the PHSA), then (i) such Party shall promptly provide the other Party with written notice and (ii) [**].

11.5. Defense.

11.5.1. **Notification.** Each Party will promptly notify the other Party of any actual or potential claim alleging that the Research, Development, Manufacture, Commercialization or Exploitation of any Product infringes, misappropriates or otherwise violates any Patent Rights, Know-How or other intellectual property rights of any Third Party (“**Third Party Infringement**”). In any such instance, the Parties will as soon as practicable thereafter discuss in good faith the best response to such notice of Third Party Infringement.

11.5.2. **Right to Defend.** Subject to Section 16.3, Gilead will have the sole right (but not the obligation) to defend, and take other actions (including to settle) with respect to, any such claim of Third Party Infringement, at Gilead’s sole discretion, cost and expense, and Gritstone will have the right to be represented in any such action by counsel of its own choice at Gritstone’s sole cost and expense; *provided* that in no event will Gilead settle or otherwise compromise any Third Party Infringement by admitting that any Patent Right included within the Licensed Technology is invalid or unenforceable without first obtaining the prior written consent of Gritstone, which consent will not be unreasonably withheld, conditioned or delayed. In the event that Gilead enters into any settlement with respect to any actual or potential claim of Third Party Infringement which includes the acceptance of any license to Patent Rights, Know-How or other intellectual property rights owned or otherwise Controlled by any Third Party and necessary or reasonably useful for the Exploitation of any Product, such settlement will further be subject to Section 9.7.3 to the extent applicable.

11.6. Recovery.

11.6.1. **Enforcement Actions.** Any recovery received as a result of any action under clauses (b) through (d) of Section 11.4 will be allocated in the following order: (a) to pay to any applicable Third Party any applicable portion of such recovery owed to such Third Party pursuant to Section 11.10, (b) to reimburse the Party taking legal action for the costs and expenses (including attorneys’ and professional fees) incurred in connection with such action, to the extent not previously reimbursed; (c) to reimburse the non-enforcing Party, where it joins a legal action as provide under Section 11.4; and (d) the [**].

11.6.2. **Defense Actions.** Any recovery received as a result of any action under Section 11.5 will be allocated in the following order: (a) to pay to any applicable Third Party any applicable portion of such recovery owed to such Third Party pursuant to Section 11.10, (b) to reimburse Gilead for the costs and expenses (including attorneys’ and professional fees) that Gilead incurred in connection with such action, to the extent not previously reimbursed; (c) to reimburse Gritstone, where it joins a legal action as provided under Section 11.5, for the costs and expenses (including attorneys’ and professional fees) that Gritstone incurred in connection with such action, to the extent not previously reimbursed; and (d) the [**].

11.7. **Trademarks.** Gilead will have the right, but not the obligation, to brand the Products using trademarks, trade dress and trade names owned or Controlled by Gilead that it determines appropriate in its sole discretion for the Products, which may vary within the Territory (each, a “**Product Mark**”). Gilead will own all rights, title and interests in and to the Product Marks, and all goodwill in the Product Marks will inure to the benefit of Gilead. Gilead will register and maintain the Product Marks to the extent it determines reasonably necessary. Except as otherwise agreed in writing by both Parties, Gilead does not grant to Gritstone, by implication, estoppel or otherwise, any license to any Product Mark.

11.8. **Product Listings.** With respect to filings in the FDA’s Orange Book or Purple Book or other similar filings or listings as may be applicable to a biologic or drug (and foreign equivalents) for

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issued patents for a Product, upon request by Gilead, Gritstone will provide reasonable cooperation to Gilead in filing and maintaining any such listing and filings.

11.9. Patent Term Extensions. Gritstone will cooperate, at Gilead's reasonable expense, with Gilead upon Gilead's reasonable request in obtaining patent term extension or supplemental protection certificates and the like with respect to any Licensed Patent that is not a Gritstone Background Patent, in each country and region where it is possible to do so. Gilead will make the election in accordance with the preceding sentence, and Gritstone agrees to abide by such election.

11.10. Third Party Agreement-Governed Intellectual Property Rights.

11.10.1. Notwithstanding any term or condition of Section 11.2 to the contrary, Gritstone will own all right, title and interest in and to [**]. For purposes of this Agreement, any such [**] will be deemed to be Gritstone Collaboration IP with respect to which Gritstone grants to Gilead in Sections 3.1.1 and 3.1.2 a sublicense under [**].

11.10.2. Notwithstanding the foregoing or any term or condition of this Article XI to the contrary:

(a) Gilead acknowledges that Third Party counterparties to the Existing In-License Agreements and the [**] have, and the Third Party counterparties to future Gritstone In-License Agreements may have, certain rights with respect to the prosecution, maintenance, enforcement and defense of certain of Patents Rights (x) owned or controlled by the Third Party counterparties (including (I) [**] and (II) [**], or (y) otherwise governed by the applicable agreement, that in each case ((x) and (y)) constitute Licensed Gritstone Background IP or Collaboration IP hereunder (such Patent Rights, "**Third Party Agreement-Governed Intellectual Property Rights**"); and

(b) The Parties agree that the rights and obligations of the Parties with respect to the prosecution, maintenance, enforcement and defense of any Third Party Agreement-Governed Intellectual Property Rights under this Article XI will be subject to the prosecution, maintenance, enforcement and defense rights of such Third Party counterparties (i) pursuant to the applicable Existing In-License Agreement as applicable (including with respect to [**], (ii) pursuant to the [**] or applicable Future Core In-License Agreement, as applicable, solely to the extent such obligations are [**]), (iii) pursuant to the applicable Future Other In-License Agreement, solely to the extent the terms and conditions were provided to Gilead for review prior to the Effective Date or prior to such agreement becoming a Gritstone In-License Agreement pursuant to Section 9.7, or were consented to by Gilead pursuant to Section 15.5.7 and (iv) pursuant to the applicable Future Gritstone Product-Related Agreement, solely to the extent such obligations are [**]) or included in the copy of the such agreement provided to Gilead for review prior to such agreement becoming a Gritstone In-License Agreement pursuant to Section 9.7, as applicable based on Gritstone's election thereunder, or were consented to by Gilead in writing.

**ARTICLE XII
CONFIDENTIALITY**

12.1. Nondisclosure. Each Party agrees that a Party (the "**Receiving Party**") which receives the Confidential Information of the other Party (the "**Disclosing Party**") pursuant to this Agreement will: (a) maintain in confidence such Confidential Information using not less than the efforts that such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, but in no event less than a reasonable degree of efforts; (b) not disclose such Confidential Information to any Third Party without first obtaining the prior written consent of the Disclosing Party, except for disclosures

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expressly permitted pursuant to this Article XII; and (c) not use such Confidential Information for any purpose except those permitted under this Agreement, including, in the case of each Party, the performance of obligations and the exercise of the rights and licenses granted to such Party hereunder. The obligations of confidentiality, non-disclosure and non-use under this Section 12.1 will be in full force and effect from the Effective Date until [**] years following the Term. Except as otherwise requested in writing by the Disclosing Party, the Receiving Party will destroy the Confidential Information of the Disclosing Party disclosed or transferred to it by the Disclosing Party pursuant to this Agreement, within [**] days after the expiration or termination of this Agreement; *provided, however*, that a Party may retain: (i) Confidential Information of the Disclosing Party to exercise rights and licenses which expressly survive such termination or expiration pursuant to this Agreement; (ii) one (1) copy of all other Confidential Information in archives solely for the purpose of establishing the contents thereof or in accordance with Applicable Law and (iii) any backup media copies made in the ordinary course of business. In addition, Gritstone will keep confidential, and will cause its Affiliates and its and their employees, consultants, licensees, sublicensees, professional advisors and Affiliates to keep confidential, the [**] on confidentiality and non-disclosure terms at least as protective as the confidentiality provisions of this Agreement without regard to Section 12.2.

12.2. Exceptions.

12.2.1. General. Section 12.1 will not apply with respect to any portion of the Confidential Information of the Disclosing Party to the extent that such Confidential Information:

(a) was known to, or otherwise in the possession of, the Receiving Party or any of its Affiliates, as evidenced by written records, prior to disclosure by the Disclosing Party;

(b) is subsequently disclosed to the Receiving Party or any of its Affiliates on a non-confidential basis by a Third Party that is entitled to disclose it without breaching any confidentiality obligation to the Disclosing Party or any of its Affiliates;

(c) is subsequently disclosed to the Receiving Party or any of its Affiliates on a confidential basis by a Third Party that is entitled to disclose it without breaching any confidentiality obligation to the Disclosing Party or any of its Affiliates, solely for use and disclosure within the scope agreed between the Receiving Party or any of its Affiliates and such Third Party;

(d) is or becomes publicly available or enters the public domain, either before or after it is disclosed to the Receiving Party, through no breach by the Receiving Party or any of its Affiliates of its obligations hereunder; or

(e) is independently developed by or on behalf the Receiving Party or any of its Affiliates, as evidenced by written records, without reference to or reliance upon the Disclosing Party's Confidential Information.

Any combination of features or disclosures will not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party.

12.3. Authorized Disclosure.

12.3.1. Disclosure. Notwithstanding Section 12.1, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party in the following instances:

(a) subject to Section 12.5, to comply with Applicable Law (including the rules and regulations of the U.S. Securities and Exchange Commission or any national securities exchange in any jurisdiction in the Territory) (each, a “**Securities Regulator**”) or with judicial process (including prosecution or defense of litigation) if, in the reasonable opinion of the Receiving Party’s counsel, such disclosure is necessary for such compliance or for such judicial process (including prosecution or defense of litigation);

(b) disclosure to a Governmental Authority in order to obtain Patent Rights, to obtain or maintain approval to conduct Clinical Trials or to market the Products or make other Regulatory Filings, in each case under this Agreement and in accordance with this Agreement or, in the case of Gritstone with respect to any Confidential Information of Gilead that constitutes Selected Collaboration IP licensed to Gritstone pursuant to Section 3.2.2, in connection with the exercise of a sublicense thereunder in accordance with this Agreement; *provided* that reasonable steps are taken to ensure confidential treatment of such Confidential Information to the extent available;

(c) disclosure to (i) any of its officers, employees, consultants, agents or Affiliates as necessary or useful to perform on behalf of such Party or exercise rights and licenses granted to such Party under this Agreement, (ii) in the case of Gilead, any actual or potential collaborators, licensees or Sublicensees to the extent reasonably necessary to conduct negotiations or in connection with the Exploitation of Products, (iii) in the case of Gritstone (1) to any actual or potential licensors of any Licensed Technology under any actual or potential Gritstone In-License Agreements to the extent reasonably necessary to conduct negotiations of any potential Gritstone In-License Agreement or to comply with any actual Gritstone In-License Agreement, as applicable or (2) without limitation to clause (1), with respect to the terms of this Agreement or any Confidential Information of Gilead that constitutes Selected Collaboration IP licensed to Gritstone pursuant to Section 3.2.2, [**], licensees or sublicensees to the extent reasonably necessary to conduct negotiations or in connection with the grant or exercise of a sublicense thereunder, and (iv) in the case of either Party, such Party’s actual or potential Subcontractors, [**]; *provided* that prior to any such disclosure ((i)-(iv)), each such disclosee is bound by written obligations of confidentiality, non-disclosure and non-use no less restrictive than the obligations set forth in this Article XII (subject to a commercially reasonable period of confidentiality appropriate to the circumstances) to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by this Agreement; *provided, however*, that, in each of the above situations in this Section 12.3.1(c) ((i)-(iv)), the Receiving Party will remain responsible for any failure by any Person who receives Confidential Information from such Receiving Party pursuant to this Section 12.3.1(c) to treat such Confidential Information as required under this Article XII;

(d) disclosure to its advisors (including attorneys, financial advisors and accountants) in connection with activities under this Agreement; *provided* that prior to any such disclosure, each such disclosee is bound by written obligations of confidentiality, non-disclosure and non-use no less restrictive than the obligations set forth in this Article XII (subject to a commercially reasonable period of confidentiality appropriate to the circumstances) (*provided, however*, that in the case of legal advisors, no written agreement will be required), to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by this Agreement; *provided, however*, that, in each of the above situations in this Section 12.3.1(d), the Receiving Party will remain responsible for any failure by any

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Person who receives Confidential Information from such Receiving Party pursuant to this Section 12.3.1(d) to treat such Confidential Information as required under this Article XII; and

(e) in the case of each Party with respect to any Confidential Information of the other Party that constitutes [**], as reasonably necessary or useful in the exercise of such Party's rights pursuant to the [**].

12.3.2. Terms of Disclosure. If and whenever any Confidential Information is disclosed in accordance with this Section 12.3, such disclosure will not cause any such information to cease to be Confidential Information, except to the extent that such disclosure results in a public disclosure of such information other than by breach of this Agreement.

12.4. Terms of this Agreement. The Parties agree that this Agreement and the terms hereof will be deemed to be Confidential Information of both Gritstone and Gilead, and each Party agrees not to disclose this Agreement or any terms hereof without obtaining the prior written consent of the other Party; *provided*, that [**].

12.5. Securities Filings; Disclosure under Applicable Law. Each Party acknowledges and agrees that the other Party may submit this Agreement to, or file this Agreement with, the Securities Regulators or to other Persons as may be required by Applicable Law, and if a Party submits this Agreement to, or files this Agreement with, any Securities Regulator or other Person, as may be required by Applicable Law, such Party agrees to consult with the other Party with respect to the preparation and submission of a confidential treatment request for this Agreement. Notwithstanding the foregoing, if a Party is required by any Securities Regulator or other Person to make a disclosure of the terms of this Agreement in a filing or other submission as required by such Securities Regulator or such other Person, in each case under Applicable Law, and such Party has: (a) provided copies of the disclosure to the other Party reasonably in advance under the circumstances of such filing or other disclosure; (b) promptly notified the other Party in writing of such requirement and any respective timing constraints; and (c) given the other Party reasonable time under the circumstances from the date of provision of copies of such disclosure to comment upon and request confidential treatment for such disclosure, then such Party will have the right to make such disclosure at the time and in the manner reasonably determined by its counsel to be required by such Securities Regulator or such other Person. Notwithstanding the foregoing, if a Party seeks to make a disclosure as required by a Securities Regulator or other Person as may be required by Applicable Law as set forth in this Section 12.5 and the other Party provides comments in accordance with this Section 12.5, the Party seeking to make such disclosure or its counsel, as the case may be, will consider in good faith such comments.

12.6. Publicity.

12.6.1. Use of Names. Except as otherwise expressly set forth herein, neither Party (or any of its respective Affiliates) will use the name, trademark, trade name or logo of the other Party or any of its Affiliates, or its or their respective employees, in any publicity, promotion, news release or other public disclosure relating to this Agreement or its subject matter, without first obtaining the prior written consent of the other Party; *provided* that such consent will not be required to the extent use thereof may be required by Applicable Law, including the rules of any securities exchange or market on which a Party's or its Affiliate's securities are listed or traded.

12.6.2. Press Releases. On or promptly after the Effective Date, the Parties will issue a public announcement of the execution of this Agreement in the form attached hereto as Schedule 12.6.2. Subject to Section 12.3, Section 12.5 and this Section 12.6.2, neither Party will, and each Party will cause

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its Affiliates not to, issue any other press release or other public statement disclosing this Agreement, the activities hereunder or the transactions contemplated hereby, without first obtaining the other Party's prior written consent; *provided* that (a) after the [**], Gilead may issue press releases or other public statements going forward, [**], upon [**] Business Days' prior written notice to Gritstone (*provided* that such right of issuance without consent shall not apply to any press release or other public statement that contains the Confidential Information of Gritstone); and (b) each Party will be authorized to make any disclosure, without first obtaining the other Party's prior written consent, that is required by Applicable Law, the rules of any Securities Regulator or by judicial process, subject to and in accordance with Sections 12.3 and 12.5, as applicable.

12.7. Publications. During [**], a Party (a "**Publishing Party**") will, prior to publishing, publicly presenting or otherwise publicly disclosing any paper, publication, oral presentation, abstract, poster, manuscript or other presentation relating to the Exploitation of any Product or the use of the Licensed Technology in the Field of Use under this Agreement (each, a "**Publication**") provide the other Party (a "**Reviewing Party**") an opportunity to review such Publication to determine whether such Publication contains the Confidential Information of the Reviewing Party. The Publishing Party will deliver to the Reviewing Party a copy of any such proposed Publication or an outline of the proposed oral disclosure at least [**] days prior to submission for publication or presentation for review by the Reviewing Party. The Reviewing Party will have the right, in its sole discretion, to: (a) require the removal of its Confidential Information from any such Publication by the Publishing Party; or (b) request a reasonable delay in publication or presentation in order to protect patentable information. If the Reviewing Party requests such a delay, the Publishing Party will delay submission or presentation for a period of [**] days after its provision of the copy of the proposed Publication to enable patent applications protecting the Reviewing Party's rights in such information. Following [**], (x) any proposed Publication (whether written, electronic, oral or otherwise) by Gritstone or any of its Affiliates related to activities under this Agreement or the Products will require, in each case, the prior written consent of Gilead (such consent to be given or withheld in Gilead's sole discretion) and (y) Gilead or any of its Affiliates will have the sole right, without any required consents from Gritstone, to publish or have published information about Clinical Trials related to the Products, including the results of such Clinical Trials, or other activities under this Agreement. This Section 12.7 will not affect the rights or obligations of the Parties pursuant to Article XII.

ARTICLE XIII TERM AND TERMINATION

13.1. Term. The term of this Agreement will commence upon the Effective Date and, unless earlier terminated as permitted by this Agreement, will expire in its entirety upon the date of expiration of the last Royalty Term for the last Product; *provided* that (a) if the Option is not exercised by Gilead by the last day of the Option Term, this Agreement will expire on the last day of the Option Term and (b) if Gilead exercises the Option but the Option Effective Date does not occur on or before the Outside Date, this Agreement will expire on the Outside Date (the "**Term**").

13.2. Termination for Material Breach.

13.2.1. Material Breach. If a Party (the "**Non-Breaching Party**") reasonably believes that there has been a Material Breach by the other Party (the "**Breaching Party**"), the Non-Breaching Party may give written notice to the Breaching Party specifying the breach in reasonable detail. The Breaching Party will have [**] following receipt of the Non-Breaching Party's written notice to either cure such breach or, if cure cannot be reasonably effected within such [**] period, then such [**] period will be extended for an additional [**] so long as the Breaching Party continues to use Commercially Reasonable

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Efforts to cure such Material Breach during such extension period (such [**] period, as may be extended in accordance with this [Section 13.2.1](#), the “**Cure Period**”). In the event such breach is not cured within the Cure Period, the Non-Breaching Party will have the right thereafter to terminate this Agreement immediately, in its entirety or in part, with the consequences as set forth in [Section 14.1](#) or [14.2](#), as applicable, by giving written notice to the Breaching Party to such effect. Notwithstanding the foregoing, in the event that any Material Breach [**].

13.2.2. [Disagreement as to Material Breach](#). Notwithstanding [Section 13.2.1](#), if the Parties in good faith disagree as to whether there has been a Material Breach, then: (a) the Party that disputes whether there has been a Material Breach may contest the allegation by referring such matter, within [**] following its receipt of notice of the alleged Material Breach, for resolution in accordance with [Section 17.5](#); (b) the relevant Cure Period with respect to such alleged Material Breach will be tolled from the date on which the Party that disputes in good faith whether there has been a Material Breach notifies the other Party of such Dispute and through the resolution of such Dispute in accordance with the applicable provisions of this Agreement; (c) during the pendency of such Dispute, all of the terms and conditions of this Agreement will remain in effect and the Parties will continue to perform all of their respective obligations hereunder; and (d) if it is ultimately determined that the breaching Party committed such Material Breach, then the breaching Party will have the right to cure such Material Breach, after such determination, within the Cure Period (as may be extended in accordance with [Section 13.2.1](#)) which will commence as of the date of such determination.

13.3. Termination for Insolvency. Either Party may terminate this Agreement at any time during the Term upon the other Party’s filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings, or upon an assignment of a substantial portion of the assets for the benefit of creditors by the other Party; *provided, however*, that in the case of any involuntary bankruptcy proceeding, such right to terminate will only become effective if the Party consents to the involuntary bankruptcy or such proceeding is not dismissed within [**] after the filing thereof. In addition, Gilead may terminate this Agreement in the event that Gritstone rejects this Agreement under Section 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the “**Code**”).

13.4. Termination by Gilead for Convenience.

13.4.1. At any time during the Term, Gilead will have the right to terminate this Agreement [**] for convenience upon ninety (90) days’ prior written notice to Gritstone; *provided* that in the event Gilead terminates this Agreement in [**], Gritstone will have the right to [**] upon written notice to Gilead.

13.4.2. At any time during the Term, Gilead will have the right to terminate [**] upon [**] prior written notice to Gritstone, and upon such termination (a) [**]; and (b) Gilead’s obligations pursuant to [**] shall terminate. On the effective date of termination of [**], Gilead shall promptly return to Gritstone or destroy all Confidential Information with respect to any [**].

13.4.3. At any time during the Term, Gilead will have the right to terminate Gilead’s sublicense under any Existing In-License Agreement ([**]) in its entirety upon [**] prior written notice to Gritstone, and upon such termination any Patent Rights or Know-How licensed by Gritstone under such Existing In-License Agreement shall be deemed excluded from the Licensed Technology and the scope of the licenses granted by Gritstone to Gilead pursuant to [Section 3.1](#). On the effective date of termination of such sublicense, Gilead shall promptly return to Gritstone or destroy all Confidential Information provided by Gritstone to Gilead and identified as Confidential Information of the applicable counterparty to such

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Existing In-License Agreement or any other applicable Third Party in connection with such Existing In-License Agreement.

13.5. [**]. [**].

13.6. **Rights in Bankruptcy.**

13.6.1. The Parties agree that this Agreement constitutes an executory contract under Section 365 of the Code for the license of “**intellectual property**” as defined under Section 101 of the Code and constitutes a license of “**intellectual property**” for purposes of any similar Applicable Laws in any other country in the Territory. The Parties further agree that Gilead, as licensee of such rights under this Agreement, will retain and may fully exercise all of its protections, rights, and elections under the Code, including under Section 365(n) of the Code, and any similar Applicable Laws in any other country in the Territory.

13.6.2. All rights, powers, and remedies of Gilead provided for in this Section 13.6 are in addition to and not in substitution for any and all other rights, powers, and remedies now or hereafter existing at law or in equity (including under the Code and any similar Applicable Laws in any other country in the Territory). Gilead, in addition to the rights, power, and remedies expressly provided herein, will be entitled to exercise all other such rights and powers and resort to all other such remedies as may now or hereafter exist at law or in equity, including under the Code. The Parties agree that they intend the following Gilead rights to extend to the maximum extent permitted by law, including for purposes of the Code, and the Gritstone In-License Agreements: (i) the right of access to any Licensed Technology (including all embodiments thereof), or receive the name and contact information of any Third Party with whom Gritstone contracts to perform an obligation of Gritstone under this Agreement for purposes of entering into negotiations for such Third Party to perform such obligation directly on behalf of Gilead which is necessary for the Exploitation of Products in the Field of Use in the Territory; (ii) the right to contract directly with any Third Party described in paragraph (i) to complete the contracted work; and (iii) the right to cure any breach of or default under any such agreement with a Third Party and, subject to Section 365(n) of the Code, set off or recoup the costs thereof against amounts payable to Gritstone under this Agreement.

ARTICLE XIV EFFECT OF TERMINATION

14.1. Termination by Gilead for Convenience or by Gritstone for Material Breach or Insolvency of Gilead or Expiration Without Option Exercise. Upon termination of this Agreement by Gilead pursuant to Section 13.4, termination of this Agreement by Gritstone pursuant to Section 13.2, or 13.3, expiration of this Agreement on the last day of the Option Term because Gilead has not exercised the Option or because Gilead has exercised the Option but the Option Effective Date has not occurred on or before the Outside Date, the following will apply as of the effective date of such termination or expiration, but, in the case of partial termination of this Agreement, solely with respect to the applicable Terminated Products (except that, for clarity, the limitation as to Terminated Products will not be applicable to Section 14.1.3):

14.1.1. the licenses (and sublicenses) granted by Gritstone to Gilead pursuant to Section 3.1 with respect to the Terminated Product will terminate and Gilead will not have any rights to use or exercise any rights under the Licensed Technology with respect to such Terminated Product;

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14.1.2. the license granted by Gilead to Gritstone pursuant to Section 3.2.1 with respect to the Terminated Product will terminate and Gritstone will not have any rights to use or exercise any rights under the Gilead Licensed Technology with respect to such Terminated Product;

14.1.3. [**];

14.1.4. Gilead will be released from its Development and Commercialization obligations under this Agreement with respect to the Terminated Product, including with respect to Section 6.2, Section 6.4, and Section 8.2; for clarity, it being understood that Gilead's obligations under such Sections survive as to [**];

14.1.5. Gilead, its Affiliates or its Sublicensees will cease all Commercialization of Products in a prompt manner and in accordance with Applicable Laws; *provided, however*, that Gilead, its Affiliates or its Sublicensees will be entitled (and the applicable licenses to Gilead will survive solely to the extent and for so long as is necessary to permit), during the [**] period following the effective date of a termination, to sell any commercial inventory of Terminated Products which remains on hand as of the effective date of the termination; *provided*, that Gilead pays to Gritstone the Royalties and, if applicable, Sales Milestone Payments applicable to said subsequent sales in accordance with the terms and conditions set forth in this Agreement; and

14.1.6. [**].

14.2. Termination by Gilead for Material Breach by or Insolvency of Gritstone. Upon termination of this Agreement by Gilead pursuant to Section 13.2 or 13.3 the following will apply as of the effective date of such termination:

14.2.1. subject to Section 14.3, the licenses (and sublicenses) granted by Gritstone to Gilead pursuant to Section 3.1 will terminate and Gilead will not have any rights to use or exercise any rights under the Licensed Technology and Gilead, its Affiliates or its Sublicensees will cease all Commercialization of Products in a prompt manner and in accordance with Applicable Laws; *provided, however*, that Gilead, its Affiliates or its Sublicensees will be entitled (and the applicable licenses to Gilead will survive solely to the extent and for so long as is necessary to permit), during the [**] period following the effective date of a termination, to sell any commercial inventory of Terminated Products for which Regulatory Approval has been obtained which remains on hand as of the effective date of the termination; *provided*, that Gilead pays to Gritstone the Royalties and, if applicable, Sales Milestone Payments applicable to said subsequent sales in accordance with the terms and conditions set forth in this Agreement;

14.2.2. the license granted by Gilead to Gritstone pursuant to Section 3.2.1 will terminate and Gritstone will not have any rights to use or exercise any rights under the Gilead Licensed Technology;

14.2.3. solely in the case of termination of this Agreement in its entirety, the license granted by Gilead to Gritstone pursuant to Section 3.2.2 will terminate and Gritstone will not have any rights to use or exercise any rights under the Selected Collaboration IP;

14.2.4. Gilead will be released from its Development and Commercialization obligations under this Agreement, including with respect to Section 6.2, Section 6.4, and Section 8.2;

14.2.5. [**];

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14.2.6. [**]; and

14.2.7. [**].

14.3. Alternative to Termination. If Gilead has the right to terminate this Agreement pursuant to Section 13.2 or 13.3, then within [**] following the expiration of the relevant cure period or insolvency event, if any, Gilead may, by written notice to Gritstone, and as its sole and exclusive remedy and in lieu of exercising its right under Section 14.2 with respect to any applicable breach, elect [**] in which case, effective as of the date Gilead delivers notice of such election to Gritstone, the licenses granted by Gritstone to Gilead pursuant to Section 3.1 with respect to the Product that would have become a Terminated Product had Gilead exercised its termination right [**]; *provided*, that (a) with respect to [**] and, solely with respect to [**], and (b) solely if there [**].

14.4. Surviving Provisions.

14.4.1. Accrued Rights; Remedies. The expiration or termination of this Agreement for any reason will be without prejudice to any rights that will have accrued to the benefit of any Party prior to such expiration or termination, and any and all damages or remedies (whether at law or in equity) arising from any breach hereunder, each of which will survive expiration or termination of this Agreement. Such expiration or termination will not relieve any Party from obligations which are expressly indicated to survive expiration or termination of this Agreement. Termination is not the sole remedy under this Agreement and, whether or not termination is effected and notwithstanding anything contained in this Agreement to the contrary, all other remedies will remain available except as agreed to otherwise herein.

14.4.2. Survival. Without limiting the provisions of Section 14.4.1, the following provisions and any other obligations and rights which are expressly intended to survive, will survive expiration or termination of this Agreement: Section 2.1.1 (Each Party's Responsibilities) (solely with respect to Gilead's obligation to reimburse, pursuant to Section 10.1.3, Gritstone any unreimbursed Gritstone Reimbursable Costs incurred during the Term under the Gritstone R&D Budget, including any permitted overages as set forth under Section 2.1.1); Section 2.1.3 (Records) (for a period of at least [**] after termination or expiration or such longer period as may be required by Applicable Law for particular records); Section 2.2.1 (Gilead Composition) (excluding the first sentence but, for clarity, without limiting Gritstone's obligation to destroy the Confidential Information of Gilead under Section 12.1 unless otherwise requested by Gilead); Section 2.2.2 (No Warranties) (for clarity, without limiting Gritstone's obligation to destroy the Confidential Information of Gilead under Section 12.1 unless otherwise requested by Gilead); Section 2.3 (Material Transfer) (last sentence only but, for clarity, without limiting the Receiving Party's obligation to destroy the Confidential Information of the Disclosing Party under Section 12.1 unless otherwise agreed or requested by the Disclosing Party); Section 3.1.4(b) (Existing In-License Agreements) (second sentence solely with respect to any applicable provisions to the extent surviving pursuant to the terms and conditions of the applicable Gritstone In-License Agreement or this Section 14.4.2); Section 3.1.4(c) (Future Core In-License Agreements) (last sentence solely with respect to any applicable provisions to the extent surviving pursuant to the terms and conditions of the applicable Gritstone In-License Agreement or this Section 14.4.2); Section 3.1.4(d) (Future Other In-License Agreements) and Section 3.1.4(e) (Future Gritstone Product-Related Agreement Sublicense) (in each case, solely with respect to any applicable provisions to the extent surviving pursuant to the terms and conditions of the applicable Gritstone In-License Agreement or this Section 14.4.2); Section 3.1.4(f) (Cooperation) (solely with respect to [**]); Section 3.1.4(g) (Compliance by Gilead Sublicensees) (solely with respect to Gilead's responsibility for consequences of a Sublicensee's failure to comply (i) during the Term, with the applicable Gritstone In-License Agreement or (ii) after the effective date of termination or expiration, any applicable provisions surviving pursuant to the terms and conditions of the applicable Gritstone In-License Agreement

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or this Section 14.4.2); Section 3.1.4(h) (Sublicense under [**]) (in the event the [**] is an Existing In-License Agreement, solely with respect to any applicable provisions surviving pursuant to the terms and conditions of the [**] or this Section 14.4.2); Section 3.2.2 (Grantback License) (solely to the extent provided in Section 14.1.3 unless terminated under Section 14.3); Section 3.2.3 (Sublicensing by Gritstone) (to the extent the license under Section 3.2.2 survives, the second sentence (with respect to consistency with surviving provisions of this Agreement) and last sentences); Section 5.2 (Consultation and Assistance) (solely with respect to any unreimbursed expense incurred by Gritstone during the Term that would have been reimbursed but for termination or expiration); Section 6.3.2 (Gritstone Responsibility) (solely with respect to Gilead's obligation to reimburse Gritstone for any unreimbursed Gritstone Reimbursable Costs incurred during the Term in carrying out activities pursuant to Section 6.3.2); Section 6.3.3 (Ownership); Section 6.3.4 (Communication with Regulatory Authorities): (with respect to any applicable correspondence or other communications by a Regulatory Authority to Gilead, its Affiliates or its Sublicensees or Subcontractors as it relates to activities under this Agreement, and (solely during any sell off period or as it relates to activities under this Agreement) any applicable correspondence or other communications by a Regulatory Authority to Gritstone, its Affiliates or Sublicensees); Section 6.6 (Compliance) (solely to the extent a Party has obligations under this Agreement that survive termination of this Agreement including if Gilead continues to sell any commercial inventory of Terminated Products pursuant to Sections 14.1.5 and 14.2.1); Section 7.3 (Manufacturing Know-How and Assistance) (solely with respect to Gilead's obligation to reimburse Gritstone for any unreimbursed Gritstone Reimbursable Costs incurred during the Term by Gritstone pursuant to Section 7.3); Section 7.4 (Manufacturing Technology Transfer) (solely with respect to Gilead's obligation to reimburse Gritstone for any unreimbursed Gritstone Reimbursable Costs incurred during the Term by Gritstone pursuant to Section 7.4); Section 7.5 (Future Manufacturing Improvements) (solely with respect to Gilead's obligation to reimburse Gritstone for any unreimbursed Gritstone Reimbursable Costs incurred during the Term by Gritstone pursuant to Section 7.5); Section 9.4.1 (Development Milestones) (solely with respect to any unpaid Development Milestone Payment achieved prior to the effective date of termination or expiration); Section 9.4.2 (Commercial Milestones) (solely with respect to applicable Net Sales prior to the effective date of termination or expiration or after such date pursuant to Section 14.1.5 or 14.2.1); Section 9.5 (Royalty Payments) (solely with respect to applicable Net Sales during the applicable Royalty Term prior to the effective date of termination or expiration or after such date pursuant to Section 14.1.5 or 14.2.1); Section 9.6 (Royalty Reductions) (solely with respect to Net Sales prior to the effective date of termination or expiration or after such date pursuant to Section 14.1.5 or 14.2.1); Section 9.7.2(d) (Responsibility for Payments under Gritstone In-License Agreements) (entire provision except for last sentence, solely with respect to any amounts accrued and not paid prior to the effective date of termination or expiration); Section 9.7.3 (Offset for Third Party Payments); Section 9.8 (Cumulative Effect of Reductions) (subject to Section 14.3 (Alternative to Termination)); Section 9.10 (Non-Refundable and Non-Creditable Payments); Section 10.1.1 (Development Milestone Payments) (solely with respect to any unpaid and owed Development Milestone Payment achieved prior to the effective date of termination or expiration); Section 10.1.2 (Royalties and Sales Milestone Payments) (solely with respect to applicable Net Sales prior to the effective date of termination or expiration or after such date pursuant to Section 14.1.5 or 14.2.1); Section 10.1.3 (Gritstone Reimbursable Costs) (solely with respect to Gilead's obligation to reimburse Gritstone for any unreimbursed Gritstone Reimbursable Costs incurred during the Term); Section 10.1.4 (Payment Method), Section 10.2 (Currency), Section 10.3 (Blocked Currency) and Section 10.4 (Taxes, Withholding) (in each case, solely with respect to any amounts accrued and not paid prior to the effective date of termination or expiration or accrued after such date pursuant to Section 14.1.5 or 14.2.1); Section 10.5 (Records and Audit Rights) (solely for the term set forth therein, but for clarity, including with respect to any sales or amounts accrued prior to the effective date of termination or expiration or after such date pursuant to Section 14.1.5 or 14.2.1); Section 11.1 (Inventorship); Section 11.2 (Ownership) (except for Section 11.2.2(e), which shall only survive with respect to (a) obligations under Section 11.10 (to the extent applicable and surviving) or (b) with respect to activities during the Term or any Patent Rights or Know-How conceived, discovered or

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otherwise made or invented during the Term pursuant to the last sentence. For clarity, no Collaboration IP shall be developed, conceived or reduced to practice following the Term); Section 11.3.1(b) (Joint Collaboration Patents); Section 11.3.2 (Review and Comment Rights) (solely with respect to Joint Collaboration Patents); Section 11.3.3 (Cooperation and Coordination) (solely with respect to Joint Collaboration Patents); Section 11.4.1 (Notifications) (solely with respect to Joint Collaboration Patents); Section 11.4.2(b) (Infringement Actions – Joint Collaboration IP); Section 11.4.2(e) (Procedures) (solely with respect to Joint Collaboration IP); Section 11.5 (Defense) (solely with respect to Research, Development, Manufacture, Commercialization or Exploitation of any Product prior to the effective date of termination or expiration or after such date pursuant to Section 14.1.5 or 14.2.1); Section 11.6 (Recovery) (solely with respect to any surviving rights and obligations under the Sections cited therein (including Section 11.10 with respect to recoveries allocable under a Gritstone In-License Agreement) and recoveries under any applicable actions initiated prior to the effective date of termination or expiration); Section 11.10 (Third Party Agreement-Governed Intellectual Property Rights) (in the case of Section 11.10.2, solely to the extent necessary to comply with applicable terms of any Gritstone In-License Agreement that survive termination or expiration of this Agreement); Sections 12.1-12.5 (including with respect to all Confidential Information under this Agreement and, with respect to Section 12.1, for the [**] period, as applicable, cited under Section 12.1); Section 12.6 (Publicity); Section 13.6 (Rights in Bankruptcy); Sections 14.1-14.2 (as applicable); Section 14.3 (Alternative to Termination) (solely with respect to the royalty reduction in the event that royalties are otherwise payable after the Term for Net Sales during the Term); this Section 14.4 (Surviving Provisions); Article 16 (Indemnification; Liability) (with respect to Section 16.6 (Insurance), solely for the duration set forth under Section 16.6.3) and Article 17 (General Provisions).

If this Agreement is terminated with respect to a given Product or a given country, but not in its entirety, then following such termination the foregoing provisions of this Agreement shall remain in effect with respect to the Terminated Product(s), as applicable (to the extent they would survive and apply in the event the Agreement expires or is terminated in its entirety or as otherwise necessary for the Parties to exercise their rights with respect thereto) and all provisions not surviving in accordance with the foregoing shall terminate with respect to the Terminated Product(s), as applicable, upon the effective date of termination thereof. Notwithstanding the foregoing, for clarity, in no event shall [**].

ARTICLE XV REPRESENTATIONS, WARRANTIES, AND COVENANTS

15.1. Representations and Warranties by Each Party. Each Party represents and warrants to the other Party, as of the Effective Date, that:

15.1.1. such Party is duly organized, validly existing and in good standing under the Applicable Law of the jurisdiction of its formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

15.1.2. such Party has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

15.1.3. this Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforcement of the rights and remedies created hereby is subject to: (a) bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting the rights and remedies of creditors; or (b) laws governing specific performance, injunctive relief and other equitable remedies;

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15.1.4. the execution, delivery and performance of this Agreement by such Party does not breach or conflict with any agreement or any provision thereof, or any instrument or understanding, oral or written, to which such Party is a party or by which such Party is bound, nor violate any Applicable Law of any Governmental Authority having jurisdiction over such Party;

15.1.5. no government authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, under any Applicable Law currently in effect, is or will be necessary for, or in connection with, the transactions contemplated by this Agreement, or for the performance by it of its obligations under this Agreement, except as may be required to conduct Clinical Trials or to seek or obtain Regulatory Approvals or applicable Regulatory Materials, or to Manufacture or Commercialize any Product(s); and

15.1.6. such Party has obtained all necessary authorizations, consents and approvals of any Third Party that is required to be obtained by it for, or in connection with, the transactions contemplated by this Agreement, or for the performance by it of its obligations under this Agreement, except as may be required to conduct Clinical Trials or to seek or obtain Regulatory Approvals or applicable Regulatory Materials, or to Manufacture or Commercialize any Product(s).

15.2. Representations and Warranties by Gritstone as of the Effective Date. Gritstone represents and warrants to Gilead except as set forth in the disclosure schedule set forth in Schedule 15.2, as of the Effective Date, that:

15.2.1. Schedule 15.2.1 sets forth a complete and accurate list of all (a) Patent Rights within the Owned Licensed Gritstone Background Technology and, (b) to the Knowledge of Gritstone, published and issued Licensed Gritstone Background Patents exclusively licensed (including exclusivity with respect to a field or country) to Gritstone pursuant to any Existing In-License Agreement, including under the relevant Existing In-License Agreement set forth in Schedule 15.2.1. All issued Patent Rights constituting Owned Licensed Gritstone Background Technology (and all applications in such Patent Rights constituting Owned Licensed Gritstone Background Technology, when issued) are or will be, as applicable, in full force and effect and, to the Knowledge of Gritstone, valid and enforceable. To the Knowledge of Gritstone, all published and issued Licensed Gritstone Background Patents exclusively licensed (including exclusivity with respect to a field or country) to Gritstone pursuant to an Existing In-License Agreement are or will be, as applicable, in full force and effect and valid and enforceable. All application, registration, maintenance and renewal fees due as of the Effective Date with respect to all Patent Rights within the Owned Licensed Gritstone Background Technology have been paid (or are in process) and all necessary documents and certificates have been filed with the relevant patent registries for the purpose of maintaining such Licensed Patents (or are in process);

15.2.2. no claim has been issued or served, or written threat of a claim or litigation made by any Person, against Gritstone or its Affiliates that alleges that any Licensed Gritstone Background Patent is invalid or unenforceable;

15.2.3. Gritstone has the right and authority to grant the option, rights and licenses granted to Gilead (or purported to be granted to Gilead) hereunder with respect to Owned Licensed Technology free from Encumbrances, and has the right and authority to grant the sublicenses granted to Gilead with respect to Licensed Technology licensed to Gritstone pursuant to any Existing In-License Agreement, and neither Gritstone nor its Affiliates have granted any option, right, license or right of first refusal to any Third Party under any of the Licensed Technology in the Field of Use, in each case that would conflict with or limit the scope of any of the options, rights or licenses granted to Gilead hereunder;

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15.2.4. all Affiliates of Gritstone have exclusively licensed or assigned all of their rights, title and interests in and to the Licensed Gritstone Background Technology to Gritstone. Neither Gritstone nor any of its Affiliates has granted any mortgage, pledge, claim, security interest, lien or other charge of any kind on the Licensed Technology, and the Owned Licensed Technology is free and clear of any mortgage, pledge, claim, security interest, lien or charge of any kind (provided, for clarity, that no representation or warranty is made under this Section 15.2.4 with respect to the grant of any option, license or right of first refusal);

15.2.5. Gritstone and its Affiliates have obtained from all individuals who participated in any respect in the invention or authorship of any Owned Licensed Gritstone Background Technology effective assignments of all ownership rights of such individuals in such Licensed Technology, either pursuant to written agreement or by operation of law, except with respect to any Know-How within Owned Licensed Gritstone Background Technology (a) that is not material for the Exploitation of Products in the Field of Use or (b) that is co-owned by Gritstone or any of its Affiliates and a Third Party, including any such Licensed Technology jointly created or conceived by or on behalf of Gritstone or any of its Affiliates, on the one hand, and such Third Party, on the other hand, in which case Gritstone has obtained from all individuals who are employees, officers or consultants of Gritstone and participated in the invention or authorship of such Licensed Technology effective assignments of all ownership rights of such individuals in such Know-How; and no Person who claims to be an inventor of an Invention claimed in a Patent Right within the Owned Licensed Gritstone Background Technology is not identified as an inventor of such Invention in the filed patent documents for such Licensed Patent;

15.2.6. all of Gritstone's and its Affiliates' employees, officers and consultants: (a) have executed agreements or have existing obligations under Applicable Law thereby assigning to Gritstone or its Affiliates all Inventions made during the course of and as the result of their association with Gritstone or its Affiliates, as applicable, which terms are applicable to Inventions that may be made by such employees, officers and consultants during the course of Gritstone's performance under this Agreement; (b) to the Knowledge of Gritstone, are not subject to any agreement with any other Third Party that requires such officer or employee or consultant to assign any interest in any Licensed Technology to such Third Party; and (c) have executed agreements or have existing obligations under Applicable Law obligating the individual to maintain as confidential Gritstone's Confidential Information as well as confidential information of other parties (including of Gilead and its Affiliates) that such individual may receive in its performance under this Agreement, to the extent required to support Gritstone's obligations under this Agreement;

15.2.7. neither Gritstone nor its Affiliates have received any written notice of any claim that any Patent Right or Know-How (including any trade secret right) owned or controlled by a Third Party would be infringed, misappropriated or otherwise violated by Exploitation of the Products in the Field of Use;

15.2.8. to the Knowledge of Gritstone, the use of Gritstone Platform Technology in the Exploitation of the Products in the Field of Use, as anticipated to be utilized by Gritstone in conducting the R&D Plan or the Manufacture of Product under the Supply Agreement, and any anticipated Qualifying Use of Gritstone Platform Technology in the Exploitation of Products in the Field of Use by Gilead and its Affiliates, will not infringe, misappropriate or otherwise violate any intellectual property or proprietary right of any Third Party, except in the absence of a license or sublicense granted under the Existing In-License Agreements; *provided* that, for clarity, Gritstone makes no representation or warranty with respect to the Exploitation of any HIV Antigen or Other Agent (including any Gilead Composition);

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15.2.9. there are no claims, judgments, settlements, litigations, suits, actions, disputes, arbitration, judicial, or legal, administrative or other proceedings, or governmental investigations pending or, to the Knowledge of Gritstone, threatened against Gritstone or its Affiliates which would reasonably be expected to adversely affect or restrict the ability of Gritstone to consummate or perform the transactions contemplated under this Agreement, or which would reasonably be expected to adversely affect the Owned Licensed Technology (or Gritstone's Control thereof) or, to the Knowledge of Gritstone, any other Licensed Technology or Gritstone's Control thereof;

15.2.10. neither Gritstone nor any of its Affiliates has made a claim against a Third Party alleging that a Third Party is infringing or has infringed, is misappropriating or has misappropriated, or is violating or has violated, any Licensed Gritstone Background Technology, and, to the Knowledge of Gritstone, no Licensed Gritstone Background Technology is being infringed, misappropriated or violated by any Third Party, nor has Gritstone or any of its Affiliates received any written notice regarding any such alleged infringement, misappropriation or violation;

15.2.11. the Excluded Technology in existence as of the Effective Date is not necessary for the Exploitation of the Products as contemplated herein;

15.2.12. neither Gritstone nor any of its Affiliates has employed or otherwise used in any capacity with respect to the Product or any Licensed Gritstone Background Technology, the services of any Person suspended, proposed for debarment or debarred under United States law, including under 21 U.S.C. § 335a, or any foreign equivalent thereof, with respect to the performance of activities hereunder;

15.2.13. except as set forth on Schedule 1.122, neither Gritstone nor its Affiliates have entered into any agreement under which Gritstone or its Affiliates: (a) has obtained a license or sublicense of rights from a Third Party to any Licensed Gritstone Background Technology in the Field of Use, other than under any (i) non-material licenses granted to the Gritstone or its Affiliates under (x) agreements with vendors or contractors working on Gritstone's or any of its Affiliate's behalf, or (y) clinical trial agreements or sponsored research agreements with clinical trial sites and other educational or non-profit medical institutions relating to products and programs outside the Field of Use, or (ii) non-disclosure agreements; or (b) has granted a license, sublicense, option or right to a Third Party that remains in effect to Exploit any Product;

15.2.14. Schedule 1.122 sets forth a complete and accurate list of the Existing In-License Agreements in effect as of the Effective Date in the Field of Use. Gritstone has provided Gilead true, correct and complete (subject to redactions thereto) copies of each such Existing In-License Agreement. Each such Existing In-License Agreement is in full force and effect, and there has been no Default of or under (or notice of Default of or under) any such Existing In-License Agreement as a result of any action or omission or alleged act or omission of Gritstone or its Affiliates or, to the Knowledge of Gritstone, the actions or omissions of any Third Party. Gritstone has not waived any of its rights under any such Existing In-License Agreement to which it is party;

15.2.15. other than the Existing In-License Agreements, Gritstone (or its Affiliates, as applicable) has not entered into any agreement specifically relating to the Research or Development or other Exploitation of any Product contemplated hereunder in the Field of Use;

15.2.16. the Existing In-License Agreements are not redacted in a manner that would affect Gilead's understanding of its rights or obligations under this Agreement;

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15.2.17. Gritstone (or its Affiliates, as applicable) has the right and authority to use and license (as Licensed Know-How under this Agreement) any Know-How conceived, reduced to practice or otherwise created [**] under [**] as contemplated herein;

15.2.18. the [**] (as defined in the [**]) in the [**] does not include the [**] under this Agreement;

15.2.19. a Product is not [**];

15.2.20. no Patent Rights that are [**] have been filed as of the Effective Date pursuant to the [**];

15.2.21. Gritstone has disclosed to Gilead (a) [**], (b) summaries of [**], (c) summaries of [**] and (d) all [**], and in each case ((a)-(d)) excluding CMC or Manufacturing data with respect to any products that utilize the Gritstone Platform Technology;

15.2.22. Gritstone has not obtained, or filed, any INDs, MAAs or other Regulatory Approvals or any other form of regulatory application for approval of Clinical Trials, marketing or other purpose, in each case for any Product, and, to the Knowledge of Gritstone, no other Person has obtained, or filed for, any such INDs, MAAs or other Regulatory Approvals; and

15.2.23. no funding, facilities or personnel of any Governmental Authority were used to develop or create any Owned Licensed Gritstone Background Technology, and neither Gritstone nor any of its Affiliates has entered into a government funding relationship, or any public or private education or research institution relationship, that, in each case, would result in rights to the Products residing in the U.S. Government, the National Institutes of Health, the National Institute for Drug Abuse or other agency, and the options and licenses granted hereunder are not subject to overriding obligations to the U.S. Government as set forth in Public Law 96-517 (35 U.S.C. §§ 200-204), or any similar obligations under the laws of any other country in the Territory.

15.3. Representations and Warranties by Gritstone as of the Disclosure Letter Date. Gritstone represents and warrants to Gilead except as set forth in the disclosure schedule set forth in Schedule 15.3, as of the Disclosure Letter Date, that:

15.3.1. [**] sets forth a complete and accurate list of all (a) [**]and, (b) to the Knowledge of Gritstone, [**], including under the relevant [**]. All issued Patent Rights constituting Owned Licensed Technology (and all applications in such Patent Rights constituting Owned Licensed Technology, when issued) are or will be, as applicable, in full force and effect and, to the Knowledge of Gritstone, valid and enforceable. All application, registration, maintenance and renewal fees due as of the Effective Date with respect to all Patent Rights within the Owned Licensed Technology have been paid (or are in process) and all necessary documents and certificates have been filed with the relevant patent registries for the purpose of maintaining such Licensed Patents (or are in process);

15.3.2. no claim has been issued or served, or written threat of a claim or litigation made by any Person, against Gritstone or its Affiliates that alleges that any Licensed Patent is invalid or unenforceable;

15.3.3. Gritstone has the right and authority to grant the option, rights and licenses granted to Gilead (or purported to be granted to Gilead) hereunder with respect to Owned Licensed Technology free from Encumbrances, and has the right and authority to grant the sublicenses granted to

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Gilead with respect to Licensed Technology licensed to Gritstone pursuant to any Gritstone In-License Agreement, and neither Gritstone nor its Affiliates have granted any option, right, license or right of first refusal to any Third Party under any of the Licensed Technology in the Field of Use, in each case that would conflict with or limit the scope of any of the options, rights or licenses granted to Gilead hereunder;

15.3.4. neither Gritstone nor any of its Affiliates has granted any mortgage, pledge, claim, security interest, lien or other charge of any kind on the Licensed Technology, and the Owned Licensed Technology is free and clear of any mortgage, pledge, claim, security interest, lien or charge of any kind (provided, for clarity, that no representation or warranty is made under this Section 15.3.4 with respect to the grant of any option, license or right of first refusal);

15.3.5. Gritstone and its Affiliates have obtained from all individuals who participated in any respect in the invention or authorship of any Owned Licensed Technology effective assignments of all ownership rights of such individuals in such Licensed Technology, either pursuant to written agreement or by operation of law, except with respect to any Know-How within Owned Licensed Technology (a) that is not material for the Exploitation of Products in the Field of Use or (b) that is co-owned by Gritstone or any of its Affiliates and a Third Party, including any such Licensed Technology jointly created or conceived by or on behalf of Gritstone or any of its Affiliates, on the one hand, and such Third Party, on the other hand, in which case Gritstone has obtained from all individuals who are employees, officers or consultants of Gritstone and participated in the invention or authorship of such Licensed Technology effective assignments of all ownership rights of such individuals in such Know-How; and no Person who claims to be an inventor of an Invention claimed in a Patent Right within the Owned Licensed Technology is not identified as an inventor of such Invention in the filed patent documents for such Licensed Patent;

15.3.6. neither Gritstone nor its Affiliates have received any written notice of any claim that any Patent Right or Know-How (including any trade secret right) owned or controlled by a Third Party would be infringed, misappropriated or otherwise violated by Exploitation of the Products in the Field of Use;

15.3.7. to the Knowledge of Gritstone, the use of Gritstone Platform Technology in the Exploitation of the Products in the Field of Use, as anticipated to be utilized by Gritstone in conducting the R&D Plan or the Manufacture of Product under the Supply Agreement, and any anticipated Qualifying Use of Gritstone Platform Technology in the Exploitation of Products in the Field of Use by Gilead and its Affiliates, will not infringe, misappropriate or otherwise violate any intellectual property or proprietary right of any Third Party, except in the absence of a license or sublicense granted under the (a) Gritstone In-License Agreements or (b) any license agreement with respect to which Gilead decides not to accept such agreement as a Gritstone In-License Agreement pursuant to Section 9.7.2(c); *provided* that, for clarity, Gritstone makes no representation or warranty with respect to the Exploitation of any HIV Antigen or Other Agent (including any Gilead Composition).

15.3.8. there are no claims, judgments, settlements, litigations, suits, actions, disputes, arbitration, judicial, or legal, administrative or other proceedings, or governmental investigations pending or, to the Knowledge of Gritstone, threatened against Gritstone or its Affiliates which would reasonably be expected to adversely affect the Owned Licensed Technology (or Gritstone's Control thereof) or, to the Knowledge of Gritstone, any other Licensed Technology or Gritstone's Control thereof;

15.3.9. neither Gritstone nor any of its Affiliates has made a claim against a Third Party alleging that a Third Party is infringing or has infringed, is misappropriating or has misappropriated, or is violating or has violated, any Licensed Technology, and, to the Knowledge of Gritstone, no Licensed Technology is being infringed, misappropriated or violated by any Third Party, in each case in the Field of

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Use, nor has Gritstone or any of its Affiliates received any written notice regarding any such alleged infringement, misappropriation or violation;

15.3.10. the Excluded Technology described in clause (a) of the definition thereof in existence as of the Disclosure Letter Date is not necessary for the Exploitation of the Products as contemplated herein; and

15.3.11. neither Gritstone nor any of its Affiliates has employed or otherwise used in any capacity with respect to the Product, the services of any Person suspended, proposed for debarment or debarred under United States law, including under 21 U.S.C. § 335a, or any foreign equivalent thereof, with respect to the performance of activities hereunder.

15.4. Covenants. Each Party hereby covenants to the other Party that such Party and its Affiliates will perform such Party's activities pursuant to this Agreement in compliance (and will ensure compliance by any of its Subcontractors) with all Applicable Law, including, to the extent applicable, GCP, GLP and GMP.

15.5. Additional Covenants of Gritstone. Gritstone hereby covenants to Gilead that:

15.5.1. neither Gritstone nor its Affiliates will grant any option, right or license to any Third Party relating to any of the intellectual property rights it Controls (including the Licensed Technology) with respect to any Product, which conflict with the option, rights or licenses granted to Gilead in the Field of Use hereunder; *provided* that, following the Effective Date as set forth in Section 3.5.4, Gritstone may [**]; *provided, further*, that Gritstone shall provide Gilead with notice of, and, upon Gilead's written request, a redacted copy of, any such [**].

15.5.2. subject to Gritstone's retained rights as set forth in Section 3.4, except as otherwise expressly agreed to by Gilead in writing, neither Gritstone nor its Affiliates will use or otherwise Exploit (and neither will grant any Third Party the right to use or otherwise Exploit) [**];

15.5.3. except as otherwise expressly permitted under this Agreement, Gritstone will not, and will cause its Affiliates not to assign, transfer, convey, encumber (through a lien, charge, security interest, mortgage or similar encumbrance) or dispose of, or enter into any agreement with any Third Party to assign, transfer, convey, encumber (through a lien, charge, security interest, mortgage or similar encumbrance) or dispose of, any Licensed Technology or any Product, except to the extent that such assignment, transfer, conveyance, encumbrance or disposition would not conflict with, be inconsistent with or adversely affect in any respect any of the option, rights or licenses granted to Gilead hereunder;

15.5.4. Gritstone will not [**] under, any [**] in a manner that results in the counterparty thereto [**] in the Field of Use in a manner that would diminish the scope or exclusivity of the licenses granted to Gilead under any Licensed Technology; *provided*, however, that Gritstone shall not be in violation of this Section 15.5.4 in the case of any [**] that results from any action or inaction of Gilead or any of its Affiliates or its or their sublicensees or subcontractors;

15.5.5. all activities (including Research, Development and Manufacturing activities) conducted by or on behalf of Gritstone or its Affiliates hereunder with respect to any Product will be conducted in accordance with all Applicable Law (including, to the extent applicable, GCP, GLP and GMP), and in sufficient detail and in a good scientific manner appropriate for scientific, regulatory and intellectual property protection purposes, and all such activities will be segregated from other activities not performed under this Agreement and all records kept in connection with such activities will be complete

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and accurate, and fully and accurately reflect all work done, data and developments made, and results achieved in the performance of the R&D Program and Supply Agreement;

15.5.6. if Gritstone receives notice of an alleged [**], then Gritstone will promptly, but in no event less than [**] Business Days thereafter, provide written notice thereof to Gilead;

15.5.7. Gritstone will not (a) [**], in each case in a manner that would adversely affect Gilead's rights or Gritstone's ability to perform its obligations under this Agreement or (b) modify or amend any [**] in a manner that would impose additional obligations on Gilead [**], in each case ((a) and (b)), without first obtaining Gilead's prior written consent;

15.5.8. Gritstone will notify Gilead in the event that Gritstone modifies, amends, terminates or assigns [**], in each case in a manner that would adversely affect Gilead's [**];

15.5.9. all of Gritstone's employees, officers and consultants who will perform activities under this Agreement with respect to any Product have executed or will execute agreements or have existing obligations under Applicable Laws requiring assignment to Gritstone of all Inventions made during the course of and as the result of their association with Gritstone, free from any Encumbrances, and obligating the individual to maintain as confidential Gritstone's Confidential Information as well as the confidential information of other parties (including Confidential Information of Gilead and its Affiliates) which such individual may receive (it being understood that such confidentiality obligations may be general in nature and need not be specific to Confidential Information under this Agreement), in each case above, to the extent required to support Gritstone's obligations under this Agreement;

15.5.10. without limitation of Gritstone's other obligations under this Agreement (including Section 6.6), if, at any time after execution of this Agreement, Gritstone becomes aware that it or any employee, agent, or Subcontractor of Gritstone who participated, or is participating, in the performance of any activities with respect to the Product or any Licensed Technology is on, or is being added to, the FDA Debarment List, it will provide written notice of this to Gilead within [**] Business Days of its becoming aware of this fact;

15.5.11. Gritstone will maintain sufficient security systems and intellectual property protection practices within its organization equivalent to international industry standards to avoid any unauthorized disclosure of intellectual property rights, including Know-How and Gilead Confidential Information, to any Third Party; and

15.5.12. Gritstone will not modify or amend the [**] in a manner that [**], which would include, for example, [**], without first obtaining Gilead's prior written consent.

15.6. Limitation on Scope of Representations, Warranties and Covenants. Notwithstanding anything contained in this Article XV to the contrary, the Parties agree that for purposes of the representations, warranties and covenants contained herein, Gritstone makes no representation, warranty or covenant with respect to any HIV Antigen or Other Agent (including any Gilead Composition) contained, incorporated or otherwise included in any Product or any Know-How, Patent Rights or other intellectual property rights with respect to any HIV Antigen or Other Agent, and references to "Product" under this Article XV shall be deemed to include only the Vaccine contained, incorporated or otherwise included in such Product, excluding any HIV Antigen or Other Agent.

15.7. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY

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WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED (AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT), INCLUDING WITH RESPECT TO ANY PATENT RIGHTS, KNOW-HOW OR MATERIALS, INCLUDING WARRANTIES OF VALIDITY OR ENFORCEABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, PERFORMANCE AND NON-INFRINGEMENT OF ANY THIRD PARTY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT. WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT THE DEVELOPMENT MILESTONE EVENTS, SALES MILESTONE EVENTS AND NET SALES LEVELS SET FORTH IN THIS AGREEMENT OR THAT HAVE OTHERWISE BEEN DISCUSSED BY THE PARTIES ARE MERELY INTENDED TO DEFINE THE MILESTONE PAYMENTS AND ROYALTY OBLIGATIONS IF SUCH DEVELOPMENT MILESTONE EVENTS, SALES MILESTONE EVENTS OR NET SALES LEVELS ARE ACHIEVED. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT IT WILL BE ABLE TO SUCCESSFULLY DEVELOP, MANUFACTURE OR COMMERCIALIZE ANY PRODUCT OR, IF COMMERCIALIZED, THAT ANY PARTICULAR SALES LEVEL OR PROFIT (LOSS) OF PRODUCT WILL BE ACHIEVED.

ARTICLE XVI INDEMNIFICATION; LIABILITY

16.1. Indemnification by Gritstone. Gritstone will indemnify, defend and hold Gilead, its Affiliates, and its and their respective officers, directors, employees, agents, successors and assigns (each, a “**Gilead Indemnitee**”) harmless from and against any and all liability, damage, loss, cost or expense of any nature (including reasonable attorney’s fees and litigation expenses) (“**Losses**”) incurred by or imposed upon the Gilead Indemnitees or any of them in connection with any claim, suit, action, demand, proceeding, cause of action or judgment resulting from a Third Party claim (“**Claims**”), in each case, to the extent arising or resulting from:

16.1.1. Gritstone’s, or any of its Affiliates’, (sub)contractors’ or (sub)licensee’s activities in connection with the R&D Program, except to the extent arising from use of any Gilead Composition, HIV Antigen or Other Agent;

16.1.2. the [**] under this Agreement or the Supply Agreement [**];

16.1.3. Gritstone’s, or any of its Affiliates’, (sub)contractors’ or (sub)licensee’s use of the license granted pursuant to Section 3.2.2;

16.1.4. the negligence or willful misconduct of Gritstone or any of its Affiliates or its (sub) licensees (other than Gilead or its Affiliate or sublicensee), or any directors, officers, employees, (sub)contractors or agents thereof, in connection with Gritstone’s performance of its obligations under this Agreement; or

16.1.5. the breach of any of the obligations, covenants, representations or warranties made by Gritstone to Gilead under this Agreement;

provided, however, that Gritstone will not be obliged to so indemnify, defend and hold harmless the Gilead Indemnitees for any Claims to the extent Gilead has an obligation to indemnify Gritstone Indemnitees pursuant to Section 16.2 or the Supply Agreement or to the extent that such Claims arise from the breach, negligence or willful misconduct of Gilead or any Gilead Indemnitee.

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16.2. Indemnification by Gilead. Gilead will indemnify, defend and hold Gritstone, its Affiliates, and its and their respective officers, directors, employees, agents, successors and assigns (each, a “**Gritstone Indemnitee**”) harmless from and against any and all Losses incurred by or imposed upon the Gritstone Indemnitees or any of them in connection with any Claims, in each case, to the extent arising or resulting from:

16.2.1. Gilead’s, or any of its Affiliates’, Sublicensees’ or (sub)contractors’ activities in connection with the R&D Program or the Exploitation of Products in the Territory;

16.2.2. Gritstone’s, or any of its Affiliates’ or (sub)contractors’ use of any Gilead Composition in accordance with this Agreement or the Supply Agreement;

16.2.3. the negligence or willful misconduct of Gilead or any of its Affiliates or its Sublicensees, or any directors, officers, employees, (sub)contractors or agents thereof, in connection with Gilead’s performance of its obligations under this Agreement; or

16.2.4. the breach of any of the obligations, covenants, representations or warranties made by Gilead to Gritstone under this Agreement;

provided, however, that Gilead will not be obliged to so indemnify, defend and hold harmless the Gritstone Indemnitees for any Claims to the extent Gritstone has an obligation to indemnify Gilead Indemnitees pursuant to Section 16.1 or the Supply Agreement or to the extent that such Claims arise from the breach, negligence, or willful misconduct of Gritstone or any Gritstone Indemnitee.

16.3. Indemnification Procedure.

16.3.1. A Gilead Indemnitee or Gritstone Indemnitee seeking indemnification under Section 16.1 or Section 16.2, as applicable (the “**Indemnified Party**”) will notify the other Party (the “**Indemnifying Party**”) in writing reasonably promptly after the assertion against the Indemnified Party of any Claim in respect of which the Indemnified Party intends to base a claim for indemnification hereunder (each, an “**Indemnification Claim Notice**”); *provided*, that the failure or delay to so notify the Indemnifying Party will not relieve the Indemnifying Party of any obligation or liability that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that its ability to defend or resolve such Claim is adversely affected thereby. The Indemnification Claim Notice will contain a description of the Claim and the nature and amount of the Claim (to the extent that the nature and amount of such Claim is known at such time). Upon the request of the Indemnifying Party, the Indemnified Party will furnish promptly to the Indemnifying Party copies of all correspondence, communications and official documents (including court documents) received or sent in respect of such Claim.

16.3.2. Subject to Sections 16.3.3 and 16.3.4, the Indemnifying Party will have the right, upon written notice given to the Indemnified Party within [**] days after receipt of the Indemnification Claim Notice, to assume the defense and handling of such Claim, at the Indemnifying Party’s sole expense, in which case the provisions of Section 16.3.3 below will govern; *provided*, that any such Claim is only for monetary damages. The assumption of the defense of a Claim by the Indemnifying Party will not be construed as acknowledgement that the Indemnifying Party is liable to indemnify any Indemnitee in respect of the Claim, nor will it constitute a waiver by the Indemnifying Party of any defenses it may assert against any Indemnified Party’s claim for indemnification. In the event that it is ultimately decided that the Indemnifying Party is not obligated to indemnify or hold an Indemnitee harmless from and against the Claim, the Indemnified Party will reimburse the Indemnifying Party for any and all reasonable costs and expenses (including reasonable attorneys’ fees and costs of suit) and any losses incurred by the

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Indemnifying Party in its defense of the Claim. If the Indemnifying Party does not give written notice to the Indemnified Party, within [**] days after receipt of the Indemnification Claim Notice, of the Indemnifying Party's election to assume the defense and handling of such Claim, the provisions of Section 16.3.4 will govern.

16.3.3. Upon assumption of the defense of a Claim by the Indemnifying Party: (a) the Indemnifying Party will have the right to and will assume sole control and responsibility for dealing with the Claim; (b) the Indemnifying Party may, at its own cost, appoint as counsel in connection with conducting the defense and handling of such Claim any law firm or counsel reasonably selected by the Indemnifying Party; (c) the Indemnifying Party will keep the Indemnified Party informed of the status of such Claim; and (d) the Indemnifying Party will have the right to settle the Claim on any terms the Indemnifying Party chooses; *provided, however*, that it will not, without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), agree to a settlement of any Claim which could lead to liability or create any financial or other obligation on the part of the Indemnified Party for which the Indemnified Party is not entitled to indemnification hereunder or which admits any wrongdoing or responsibility for the claim on behalf of the Indemnified Party. The Indemnified Party will cooperate with the Indemnifying Party and will be entitled to participate in, but not control, the defense of such Claim with its own counsel and at its own expense. In particular, the Indemnified Party will furnish such records, information, and testimony, provide witnesses, and attend such conferences, discovery proceedings, hearings, trials, and appeals as may be reasonably requested in connection therewith. Such cooperation will include access during normal business hours by the Indemnifying Party to, and reasonable retention by the Indemnified Party of, records and information that are reasonably relevant to such Claim, and making the Indemnified Party, the Indemnitees and its and their employees and agents available on a mutually convenient basis to provide additional information and explanation of any records or information provided.

16.3.4. If the Indemnifying Party does not give written notice to the Indemnified Party as set forth in Section 16.3.2 or fails to conduct the defense and handling of any Claim in good faith after having assumed such Claim, the Indemnified Party may, at the Indemnifying Party's expense, select counsel reasonably acceptable to the Indemnifying Party in connection with conducting the defense and handling of such Claim and defend or handle such Claim in such manner as it may deem appropriate. In such event, the Indemnified Party will keep the Indemnifying Party timely apprised of the status of such Claim and will not settle such Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, conditioned, or delayed. If the Indemnified Party defends or handles such Claim, the Indemnifying Party will cooperate with the Indemnified Party, at the Indemnified Party's request but at no expense to the Indemnified Party, and will be entitled to participate in the defense and handling of such Claim with its own counsel and at its own expense.

16.4. Mitigation of Loss. Nothing in this Agreement will or will be deemed to relieve any Party of any common law or other duty to mitigate any losses incurred by it.

16.5. Limitation of Liability. NEITHER GRITSTONE NOR GILEAD, NOR ANY OF THEIR RESPECTIVE AFFILIATES, WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOST PROFITS OR LOST REVENUES (WHETHER CONSEQUENTIAL OR DIRECT), WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), INDEMNITY, CONTRIBUTION OR OTHERWISE, AND IRRESPECTIVE OF WHETHER THAT PARTY OR ANY REPRESENTATIVE OF THAT PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, ANY SUCH LOSS OR

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DAMAGE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 16.5 IS INTENDED TO OR WILL LIMIT OR RESTRICT: (A) [**]; (B) [**]; OR (C) [**].

16.6. Insurance.

16.6.1. Insurance Maintained by Gilead. During the Term, Gilead will have and maintain, at its own expense, insurance (with a Third Party or through a program of self-insurance) against liability and other risks associated with its activities and obligations under this Agreement, in such amounts and on such terms as are customary for the activities to be conducted by Gilead under this Agreement. Gilead will furnish to Gritstone evidence of such insurance upon request. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Article XVI.

16.6.2. Insurance Maintained by Gritstone. During the Term, Gritstone will have and maintain in full force and effect, at its own expense, insurance coverage to include:

(a) Commercial general liability insurance with limits of liability not less than [**] per occurrence and [**] in the aggregate. General liability limit requirements may be satisfied by a combination of primary and umbrella or excess liability insurance coverage;

(b) Workers' compensation insurance in compliance with Applicable Law (including the local law requirements of the state or jurisdiction in which the work is to be performed). Employer's liability insurance in amounts not less than [**] for each of: (i) bodily injury by accident (each accident); (ii) bodily injury by disease (policy limit); and (iii) bodily injury by disease (each employee). Where permitted by Applicable Law, such policies will contain a waiver of the insurer's subrogation rights against Gilead;

(c) Automobile liability insurance for bodily injury, property damage and automobile contractual liability covering all owned, hired and non-owned automobiles with a combined single limit of liability for each accident of not less than [**]; and

(d) during the term of the Supply Agreement, Supply Products and Completed Operations Liability Insurance with a per occurrence limit of not less than [**].

16.6.3. Additional Requirements. Gritstone will name Gilead as an additional insured on the insurance policies maintained pursuant to Sections 16.6.2(a) and 16.6.2(c), as applicable, either by endorsement or blanket additional insured endorsement, and Gritstone will provide evidence of insurance maintained pursuant to Section 16.6.2 on request of Gilead. Gritstone will provide Gilead a notice of insurance policy cancellation in accordance with the provisions of the applicable insurance policy maintained pursuant to Section 16.6.2. Insurance policies maintained by Gritstone pursuant to Section 16.6.2 should be occurrence type. If policies maintained by Gritstone pursuant to Section 16.6.2 are claims made, then insurance will be maintained by Gritstone for at least [**] following completion of Gritstone's activities under the R&D Plan (or in the case of clause (d) of Section 16.6.2, for at least [**] following expiration or termination of the Supply Agreement). All insurance maintained by Gritstone pursuant to Section 16.6.2 will be underwritten by companies with an AM best rating of at least A-VII. In addition, such insurance will not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Article XVI.

ARTICLE XVII
GENERAL PROVISIONS

17.1. Assignment. Except as provided in this Section 17.1, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred, by either Party without the consent of the other Party; *provided, however*, that (and notwithstanding anything elsewhere in this Agreement to the contrary) either Party may, without such consent, assign this Agreement and its rights and obligations hereunder in whole: (a) to an Affiliate of such Party; (b) in connection with the transfer or sale of all or substantially all of its assets or business related to the subject matter of this Agreement; or (c) pursuant to a merger or consolidation (or similar transaction) of the assigning Party. Any attempted assignment not in accordance with this Section 17.1 will be void.

17.2. Extension to Affiliates. Each Party will have the right to extend the rights, immunities, and obligations granted in this Agreement to one (1) or more of its Affiliates. All applicable terms and provisions of this Agreement will apply to any such Affiliate to which this Agreement has been extended to the same extent as such terms and provisions apply to the assigning Party. The assigning Party will remain primarily liable for any acts or omissions of its Affiliates.

17.3. Severability. If one or more of the terms or provisions of this Agreement is held by a court of competent jurisdiction to be void, invalid or unenforceable in any situation in any jurisdiction, such holding will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the void, invalid or unenforceable term or provision in any other situation or in any other jurisdiction, and the term or provision will be considered severed from this Agreement solely for such situation and solely in such jurisdiction, unless the void, invalid or unenforceable term or provision is of such essential importance to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without the void, invalid or unenforceable term or provision. If the final judgment of such court declares that any term or provision hereof is void, invalid or unenforceable, the Parties agree to: (a) reduce the scope, duration, area or applicability of the term or provision or to delete specific words or phrases to the minimum extent necessary to cause such term or provision as so reduced or amended to be enforceable; and (b) make a good faith effort to replace any void, invalid or unenforceable term or provision with a valid and enforceable term or provision such that the objectives contemplated by the Parties when entering this Agreement may be realized.

17.4. Governing Law and Waiver of Jury Trial.

17.4.1. Governing Law. This Agreement and any dispute arising from the performance or breach hereof will be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the application of any conflict of laws principles that would require application of the laws of another jurisdiction. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any subject matter hereof.

17.4.2. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT WILL

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INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

17.5. Dispute Resolution; Rules of Arbitration.

17.5.1. Initial Dispute Resolution Process. Except as otherwise set forth in this Agreement, in the event of an unresolved matter, dispute, or issue which relates to the breach or alleged breach or interpretation of this Agreement (each, a “**Dispute**”) or which this Agreement expressly provides will be resolved in accordance with this Section 17.5 (each, a “**Selected Dispute**”), the Parties will refer the Dispute or Selected Dispute to the Alliance Managers for discussion and resolution. If the Alliance Managers are unable to resolve such Dispute or Selected Dispute within [**] days of the Dispute or Selected Dispute being referred to them by either Party in writing, either Party may require that the Parties forward the matter to the Senior Officers (or designees with similar authority to resolve such dispute), who will attempt in good faith to resolve such Dispute or Selected Dispute. If the Senior Officers cannot resolve such Dispute or Selected Dispute within [**] days of the matter being referred to them in writing, then the Dispute or Selected Dispute will be resolved as provided in Sections 17.5.3 and 17.5.4, as applicable.

17.5.2. Dispute Escalation. Any unresolved Dispute between the Parties arising out of or in connection with this Agreement will be resolved through litigation in accordance with this Section 17.5.2. This Agreement and any Dispute arising from the performance or breach hereof will be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any choice of law rules, without giving effect to the application of any conflict of laws principles that would require application of the laws of another jurisdiction. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any subject matter hereof. Each Party irrevocably submits to the exclusive jurisdiction of (a) the courts of the State of New York located in New York, NY; and (b) the United States District Court for the Southern District of New York, for the purposes of any Dispute arising out of this Agreement. Each Party agrees to commence any Action either in the United States District Court for the Southern District of New York or if such Action may not be brought in such court for jurisdictional reasons, in the courts of the State of New York located in New York, NY. Each Party further agrees that service of any process, summons, notice or document by the U.S. registered mail to such Party’s respective address set forth in Section 17.9 will be effective service of process for any Action in New York with respect to any matters to which it has submitted to jurisdiction in this Section 17.5.2. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any Action arising out of this Agreement in (i) the courts of the State of New York located in New York, NY and (ii) the United States District Court for the Southern District of New York, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action brought in any such court has been brought in an inconvenient forum.

17.5.3. Arbitration. Any unresolved Selected Dispute between the Parties arising out of or in connection with this Agreement will be resolved by final and binding arbitration. Whenever a Party decides to institute arbitration proceedings, it will give written notice to that effect to the other Party. Arbitration will be held in New York, New York, according to the Rules of Arbitration of the International Chamber of Commerce (“**ICC Rules**”) in effect at the Effective Date, except as they may be modified herein or by mutual agreement of the Parties. All arbitration proceedings will be conducted by three (3) arbitrators unless otherwise mutually agreed by the Parties. The claimant and the respondent will each nominate an arbitrator in accordance with the ICC Rules, and the third arbitrator, who will be the president of the arbitral tribunal, will be appointed by the two (2) Party-appointed arbitrators in consultation with the Parties. The arbitrators will: (i) be disinterested, neutral, and independent from both Parties and all of their respective Affiliates; and (ii) have the requisite experience and expertise in licensing and partnering agreements in the pharmaceutical and biotechnology industries, will have appropriate experience with

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respect to the subject matter(s) to be arbitrated, and will have some experience in mediating or arbitrating issues relating to such agreements. In the case of any Selected Dispute, the arbitrators shall in addition include an individual with experience and expertise in the worldwide development and commercialization of pharmaceuticals and the business, legal and scientific considerations related thereto. The arbitrators will have the authority to engage additional experts as necessary in order to facilitate resolution of the Dispute or Selected Dispute, as applicable.

17.5.4. Selected Dispute Arbitration. Notwithstanding anything contained in Section 17.5.2, within [**] days after the arbitrators are nominated or appointed, each Party will provide the arbitrators a proposal and written memorandum in support of its position regarding the Selected Dispute, including its specific proposal to resolve the Selected Dispute, as well as any documentary evidence it wishes to provide in support thereof (each, a “**Brief**”), and the arbitrators will provide each Party’s Brief to the other Party after it receives a Brief from each Party. Within [**] days after a Party submits its Brief, the other Party will have the right to respond thereto. The response and any material in support thereof (each, a “**Response**”) will be provided to the arbitrators and the other Party. The arbitrators will have the right to meet with the Parties as necessary to inform the arbitrators’ determination and to perform independent research and analysis. Within [**]days of the receipt by the arbitrators of both Parties’ Responses (or expiration of the [**]-day period if any Party fails to submit a Response), the arbitrators will deliver their decision regarding the Selected Dispute in writing; *provided*, that the arbitrators will select one (1) of the resolutions proposed by the Parties which corresponds with, or comes closer to, the determination of the arbitrators.

17.5.5. Confidentiality; Awards. The Parties undertake to maintain confidentiality in accordance with Article XII as to the existence of the arbitration proceedings and as to all submissions, correspondence, evidence, and findings relating to the arbitration proceedings. No arbitrator (nor any arbitral tribunal) will have the power to award punitive damages under this Agreement, and such award is expressly prohibited. Decisions of the arbitrator(s) will be final and binding on the Parties. Judgment on the award so rendered may be entered in any court of competent jurisdiction. The costs of the arbitration will be shared by the Parties during the course of such arbitration, as assessed by the International Chamber of Commerce, and will be borne as determined by the arbitrator(s).

17.5.6. Preliminary Injunctive Relief. Notwithstanding anything to the contrary, either Party may at any time seek to obtain preliminary injunctive relief or other applicable provisional relief from a court of competent jurisdiction with respect to an issue arising under this Agreement if the rights of such Party would be prejudiced absent such relief. A request by a Party to a court of competent jurisdiction for interim measures necessary to preserve the Party’s rights, including attachments or injunctions, will not be deemed incompatible with, or a waiver of, the agreement to mediate or arbitrate contained in Section 17.5.3, or the availability of interim measures of protection under the ICC Rules. Notwithstanding anything to the contrary in this Section 17.5, any disputes regarding the scope, validity, enforceability, or inventorship of any Patent Rights will be submitted for final resolution by a court of competent jurisdiction.

17.6. Force Majeure. Neither Party will be held liable to the other Party nor be deemed to have breached this Agreement for failure or delay performing any obligation under this Agreement to the extent that such failure or delay is caused by or results from a cause beyond the reasonable control of such Party, including acts of God, embargoes, war, acts of war (whether war be declared or not), terrorism, insurrections, riots, civil commotions, strikes, lockouts, or other labor disturbances (other than strikes, lockouts, or labor disturbances involving a Party’s own employees), government actions, fire, earthquakes, floods, epidemics, pandemics, or quarantines (“**Force Majeure**”) and for so long as such failure or delay continues to be caused by or result from such Force Majeure event. The Parties agree the effects of the COVID-19 pandemic that is ongoing as of the Effective Date may be invoked as a Force Majeure (to the

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extent causing the applicable failure or delay) for the purposes of this Agreement, even though the pandemic is ongoing. The affected Party will notify the other Party in writing of any Force Majeure circumstances that may affect its performance under this Agreement as soon as reasonably practical, will provide a good faith estimate of the period for which its failure or delay in performance under the Agreement is expected to continue based on currently available information, to the extent reasonably practicable, and will undertake reasonable efforts necessary to mitigate and overcome such Force Majeure circumstances and resume normal performance of its obligations hereunder as soon as reasonably practicable under the circumstances.

17.7. Waivers and Amendments. The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. No waiver will be effective unless it has been given in writing and signed by the Party giving such waiver. No provision of this Agreement may be amended or modified other than by a written document signed by authorized representatives of each Party.

17.8. Relationship of the Parties. Nothing contained in this Agreement will be deemed to constitute a partnership, joint venture, agency, employee-employer relationship, or legal entity of any type between Gritstone and Gilead, or to constitute one as the agent of the other. Each Party agrees not to construe this Agreement, or any of the transactions contemplated hereby, as a partnership for any tax purposes. Each Party will act solely as an independent contractor, and nothing in this Agreement will be construed to give any Party the power or authority to act for, bind, or commit the other.

17.9. Notices. All notices, requests, claims, demands, waivers and other communications under this Agreement will be in writing and will be sent by internationally-recognized courier or express delivery service with tracking capabilities or personal delivery to the following addresses, or to such other addresses as will be designated from time to time by a Party in accordance with this Section 17.9:

If to Gilead, addressed to:

Gilead Sciences, Inc.
333 Lakeside Drive
Foster City, CA 94404
Attention: Alliance Management

With copies (which will not constitute, nor be required for effective, notice) to:

Gilead Sciences, Inc.
333 Lakeside Drive
Foster City, CA 94404
Attention: General Counsel

If to Gritstone, addressed to:

Gritstone Oncology, Inc.
5959 Horton St., Suite 300
Emeryville, CA 94608
Attention: Chief Scientific Officer

With copies (which will not constitute, nor be required for effective, notice) to:

Gritstone Oncology, Inc.
5959 Horton St., Suite 300
Emeryville, CA 94608
Attention: Rahsaan Thompson, General Counsel

All notices, requests, claims, demands, waivers and other communications under this Agreement will be deemed to have been duly given: (a) when delivered by hand, if personally delivered; or (b) upon receipt when delivered by a courier or express delivery service (such date of receipt being evidenced by the courier's or express delivery service's records).

17.10. Further Assurances. Gilead and Gritstone hereby covenant and agree without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary to carry out the intent and purposes of this Agreement.

17.11. Compliance with Law. Each Party will perform its obligations under this Agreement in accordance with all Applicable Laws. No Party will, or will be required to, undertake any activity under or in connection with this Agreement which violates, or which it reasonably believes in good faith may violate, any Applicable Law.

17.12. Parties in Interest; No Third Party Beneficiary Rights. All of the terms and provisions of this Agreement will be binding upon, and will inure to the benefit of and be enforceable by, the Parties hereto and their respective successors, heirs, administrators and permitted assigns. The provisions of this Agreement are for the sole benefit of the Parties and their permitted successors and assigns, and they will not be construed as conferring any rights to any Third Party (including any third party beneficiary rights), except for the indemnification rights of the Gilead Indemnitees pursuant to Sections 16.1 and 16.3 and the indemnification rights of the Gritstone Indemnitees pursuant to Sections 16.2 and 16.3.

17.13. English Language. This Agreement is written and executed in the English language. Any translation into any other language will not be an official version of this Agreement and in the event of any conflict in interpretation between the English version and such translation, the English version will prevail.

17.14. Expenses. Each Party will pay the fees and expenses of its respective lawyers and other experts and all other expenses and costs incurred by such Party incidental to the negotiation, preparation, execution, and delivery of this Agreement.

17.15. Interpretation. Headings used herein are for convenience only and will not in any way affect the construction of or be taken into consideration in interpreting this Agreement. The terms of this Agreement represent the results of negotiations between the Parties and their representatives, each of which has been represented by counsel of its own choosing, and neither of which has acted under duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms of this Agreement will be interpreted and construed in accordance with the definitions for such terms provided herein or, if no such definitions are provided, with their usual and customary meanings, and each of the Parties hereby waives the application in connection with the interpretation and construction of this Agreement of any rule of Applicable Laws to the effect that ambiguous or conflicting terms or provisions contained in this Agreement will be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement. Any reference in this Agreement to an Article, Section, subsection, paragraph, clause, Exhibit, or Schedule will be deemed to be a reference to any Article, Section, subsection, paragraph, clause, Exhibit, or Schedule, of or to, as the case may be, this Agreement. Except where the context

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otherwise requires: (a) any definition of or reference to any agreement, instrument, or other document refers to such agreement, instrument, other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein); (b) any reference to any Applicable Laws refers to such Applicable Laws as from time to time enacted, repealed or amended; (c) the words “**herein**”, “**hereof**”, and “**hereunder**”, and words of similar import, refer to this Agreement in its entirety and not to any particular provision hereof; (d) the words “**include**”, “**includes**”, and “**including**” will be deemed to be followed by the phrase “**but not limited to**”, “**without limitation**”, or words of similar import; (e) the word “**or**” is used in the inclusive sense (and/or), unless explicitly indicated otherwise by the term “**either/or**”; (f) the word “**will**” will have the same meaning and effect as the word “**shall**”; (g) the singular will include the plural, the plural the singular, the use of any gender will be applicable to all genders; (h) a “**Party**” includes its permitted assignees or the respective successors in title to substantially the whole of its undertaking; and (i) the Exhibits and Schedules to this Agreement form part of the operative provision of this Agreement, and references to this Agreement will, unless the context otherwise requires, include references to the Exhibits and Schedules.

17.16. Entire Agreement. This Agreement, together with its Exhibits and Schedules, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter; *provided*, that this Agreement does not supersede (a) the [**] Agreement, which shall remain in effect; or (b) the Existing CDA with respect to any subject matter or disclosures other than with respect to Confidential Information governed by this Agreement; *provided* that, as of the Effective Date, the Existing CDA will be deemed not to apply to Confidential Information governed by this Agreement, which shall be governed by Article XII and the other terms and conditions of this Agreement. In the event of any conflict between a substantive provision of this Agreement and any Exhibit or Schedule hereto, the substantive provisions of this Agreement will prevail.

17.17. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same instrument. Counterparts and any other document required to be executed and delivered hereunder may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com)) or other transmission method and any counterpart or such document so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

17.18. Cumulative Remedies. No remedy referred to in this Agreement is intended to be exclusive, but each will be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

GILEAD SCIENCES, INC.

By: /s/ Andrew Dickinson
Name: Andrew Dickinson
Title: Executive Vice President and Chief Financial Officer

GRITSTONE ONCOLOGY, INC.

By: /s/ Andrew Allen
Name: Andrew Allen
Title: CEO & President

[Signature Page to Collaboration, Option and License Agreement]

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SCHEDULE 1.29

CHADV AND SAM PLATFORM TECHNOLOGY

Omitted pursuant to Regulation S-K, Item 601(a)(5)

1.66-1

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SCHEDULE 1.66

[**]

Omitted pursuant to Regulation S-K, Item 601(a)(5)

1.66-2

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SCHEDULE 1.71

EXCLUDED TECHNOLOGY

Omitted pursuant to Regulation S-K, Item 601(a)(5)

1.71-1

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SCHEDULE 1.122

EXISTING IN-LICENSE AGREEMENTS

Omitted pursuant to Regulation S-K, Item 601(a)(5)

1.122-1

*Certain identified information has been omitted from this Exhibit 10.3 because it is both (i) not material and (ii) would likely cause competitive harm to the Company, if publicly disclosed. Double asterisks [**] denote omissions.*

SCHEDULE 1.153

[**]

Omitted pursuant to Regulation S-K, Item 601(a)(5)

1.153-1

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SCHEDULES 2.1.2(A) AND (B)

R&D PLAN AND GRITSTONE R&D BUDGET

Omitted pursuant to Regulation S-K, Item 601(a)(5)

2.1.2-1

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SCHEDULE 3.1.4

FUTURE IN-LICENSE AGREEMENT []**

Not applicable as of the Effective Date.

3.1.4-1

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SCHEDULE 3.5.4

SELECTED PROVISIONS OF [] AGREEMENT**

Omitted pursuant to Regulation S-K, Item 601(a)(5)

3.5.4-1

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SCHEDULE 5.1

[**]

Omitted pursuant to Regulation S-K, Item 601(a)(5)

5.1-1

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SCHEDULE 6.2

FORM OF DEVELOPMENT REPORT

Omitted pursuant to Regulation S-K, Item 601(a)(5)

6.2-1

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SCHEDULE 7.4

[**]

Omitted pursuant to Regulation S-K, Item 601(a)(5)

7.4-1

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SCHEDULE 9.2

STOCK PURCHASE AGREEMENT

Omitted pursuant to Regulation S-K, Item 601(a)(5)

9.2-1

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SCHEDULE 11.10

[]-RELATED PROVISIONS OF THIRD PARTY AGREEMENTS**

Omitted pursuant to Regulation S-K, Item 601(a)(5)

11.10-1

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SCHEDULE 12.6.2

PRESS RELEASE



Gilead Contacts: Gritstone Contacts:

Jacquie Ross, Investors Alexandra Santos, Investors
(650) 425-8408

(510) 871-6161

Mark Snyder, Media Dan Budwick, Media
(650) 446-6957 (973) 271-6085

Confidential Draft – Not for Distribution

GILEAD SCIENCES AND GRITSTONE ANNOUNCE COLLABORATION UTILIZING GRITSTONE'S VACCINE PLATFORM TECHNOLOGY FOR HIV CURE

Foster City, Calif. and Emeryville, Calif., February 1, 2021 – Gilead Sciences, Inc. (Nasdaq: GILD) and Gritstone Oncology, Inc. (Nasdaq: GRTS), a clinical-stage biotechnology company developing next generation cancer and infectious disease immunotherapies, today announced that the companies have entered into a collaboration, option and license agreement to research and develop a vaccine-based immunotherapy as part of Gilead's efforts to find a curative treatment for human immunodeficiency virus (HIV) infection.

Gilead and Gritstone will develop an HIV-specific therapeutic vaccine using Gritstone's proprietary prime-boost vaccine platform, comprised of self-amplifying mRNA (SAM) and adenoviral vectors, with antigens developed by Gilead.

"While HIV treatment has advanced dramatically over the past three decades, people living with HIV still face a lifetime of therapy," said Diana Brainard, MD, Senior Vice President, Virology Therapeutic Area, Gilead Sciences. "Curing HIV remains the ultimate aspiration for Gilead's HIV research and development efforts. Gritstone's vaccine technology has the potential to educate the immune system to specifically recognize and destroy HIV-infected cells by leveraging SAM and adenoviral vectors. This, along with our other partnerships and internal programs, reflects Gilead's commitment to continuing innovation to discover a cure for HIV and bring about an end to the HIV epidemic."

"We are excited to be partnering with Gilead, a company that has decades long experience improving care for people living with HIV, to advance a novel immunotherapy using our proprietary platform for the treatment of HIV infection," said Andrew Allen, MD, PhD, Co-Founder, President and Chief Executive Officer of Gritstone. "It is well-established that CD8+ T cells are critical for the elimination of virally infected cells, and we have built a highly differentiated vaccine platform that has been shown to generate large numbers of antigen-specific T cells, including CD8+ T cells, even in advanced and immunocompromised cancer patients. On the heels of our recent COVID-19 program initiation in

12.6.2-1

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partnership with the NIH, this program adds to our growing infectious disease pipeline supported by collaborations with leading biopharma and renowned institutions.”

“Delivery of viral antigens in potent vaccine vectors to elicit a strong immune response is a cornerstone of successful infectious disease vaccines,” said Karin Jooss, PhD, Executive Vice President of Research and Chief Scientific Officer of Gritstone.

-more-

“Our preclinical work at Gritstone developing our powerful prime-boost vaccine technology utilized simian immunodeficiency virus (SIV) derived antigens as model antigens, which are very similar to HIV-1. The resulting strong, durable and broad anti-SIV CD8+ T cell responses and T cell memory data captured the attention of Gilead’s virology team. We jointly performed further experiments that generated additional compelling data, which was also complemented by our exciting clinical data with neoantigens in cancer patients. We are delighted to now advance our partnership and product candidates for the treatment of patients with HIV infection.”

Terms of the Agreement

Under the terms of the agreement, Gilead will make a \$60 million payment at closing, consisting of a \$30 million upfront cash payment and a \$30 million equity investment at a premium. Gilead will be responsible for conducting a Phase 1 study for the HIV-specific therapeutic vaccine and holds an exclusive option under the collaboration to obtain an exclusive license to develop and commercialize the HIV-specific therapeutic vaccine beyond Phase 1. Gritstone is also eligible to receive up to an additional \$725 million if the option is exercised and if certain clinical, regulatory and commercial milestones are achieved, as well as mid single-digit to low double-digit tiered royalties on net sales upon commercialization.

Locust Walk served as transaction advisor to Gritstone.

About Gritstone Oncology

Gritstone Oncology (Nasdaq: GRTS), a clinical-stage biotechnology company, is developing the next generation of immunotherapies against multiple cancer types and infectious diseases. Gritstone develops its products by leveraging two key pillars—first, a proprietary machine learning-based platform, Gritstone EDGE™, which is designed to predict antigens that are presented on the surface of cells, such as tumor or virally-infected cells, that can be seen by the immune system; and second, the ability to develop and manufacture potent immunotherapies utilizing these antigens to potentially drive the patient’s immune system to specifically attack and destroy disease-causing cells. The company’s lead oncology programs include an individualized neoantigen-based immunotherapy, GRANITE, and an “off the shelf” shared neoantigen-based immunotherapy, SLATE, which are being evaluated in clinical studies. The company also has a bispecific antibody (BiSAb) program for solid tumors in lead optimization. Within its infectious disease pipeline, Gritstone is advancing CORAL, a COVID-19 program to develop a second-generation vaccine with support from departments within the National Institutes of Health (NIH) and the Bill & Melinda Gates Foundation and a license agreement with La Jolla Institute for Immunology. Additionally, the company has a global collaboration for the development of a therapeutic HIV vaccine with Gilead Sciences. For more information, please visit gritstoneoncology.com.

About Gilead Sciences

Gilead Sciences, Inc. is a research-based biopharmaceutical company that discovers, develops and commercializes innovative medicines in areas of unmet medical need. The company strives to transform and simplify care for people with life-threatening illnesses around the world. Gilead has operations in more than 35 countries worldwide, with headquarters in Foster City, California. For more information on Gilead Sciences, please visit the company’s website at www.gilead.com.

12.6.2-2

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Gritstone Forward-Looking Statements

This press release contains forward-looking statements, including, but not limited to, statements related to the potential of Gritstone's therapeutic programs; the advancements in the Company's ongoing clinical trials; the timing of data announcements related to ongoing clinical trials and the initiation of future clinical trials.

-more-

Such forward-looking statements involve substantial risks and uncertainties that could cause Gritstone's research and clinical development programs, future results, performance or achievements to differ significantly from those expressed or implied by the forward-looking statements. Such risks and uncertainties include, among others, the uncertainties inherent in the drug development process, including Gritstone's programs' early stage of development, the process of designing and conducting preclinical and clinical trials, the regulatory approval processes, the timing of regulatory filings, the challenges associated with manufacturing drug products, Gritstone's ability to successfully establish, protect and defend its intellectual property and other matters that could affect the sufficiency of existing cash to fund operations. Gritstone undertakes no obligation to update or revise any forward-looking statements. For a further description of the risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to the business of the company in general, see Gritstone's most recent Quarterly Report on Form 10-Q filed on November 5, 2020 and any current and periodic reports filed with the Securities and Exchange Commission.

Gilead Forward-Looking Statements

This press release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are subject to risks, uncertainties and other factors, including the ability of the parties to meet potential milestones in the estimated timelines or at all and the risk that the parties may not realize the expected benefits of this collaboration. All statements other than statements of historical fact are statements that could be deemed forward-looking statements. These risks, uncertainties and other factors could cause actual results to differ materially from those referred to in the forward-looking statements. The reader is cautioned not to rely on these forward-looking statements. These and other risks are described in detail in Gilead's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, as filed with the U.S. Securities and Exchange Commission. All forward-looking statements are based on information currently available to Gilead, and Gilead assumes no obligation to update any such forward-looking statements.

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12.6.2-3

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SCHEDULE 15.2

DISCLOSURE SCHEDULE

Omitted pursuant to Regulation S-K, Item 601(a)(5)

15.2-1

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SCHEDULE 15.2.1

LICENSED PATENTS

Omitted pursuant to Regulation S-K, Item 601(a)(5)

15.2.1-1

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SCHEDULE 15.3

DISCLOSURE SCHEDULE AS OF THE BRINGDOWN LETTER DATE

[Intentionally Blank as of the Effective Date]

15.3-1

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SCHEDULE 15.3.1

LICENSED PATENTS AS OF THE BRINGDOWN LETTER DATE

[Intentionally Blank as of the Effective Date]

15.3.1-1

GRITSTONE ONCOLOGY, INC.

EMPLOYMENT AGREEMENT

This Employment Agreement (the “**Agreement**”), entered into as of June 14, 2021 (the “**Effective Date**”), is between Gritstone bio, Inc., a Delaware corporation (the “**Company**”) and Vassiliki Economides (“**Executive**” and, together with the Company, the “**Parties**”).

WHEREAS, the Company desires to engage Executive to perform services as an employee of the Company under the terms hereof.

WHEREAS, Executive desires to provide services to the Company on the terms herein provided.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the respective covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Employment.

(a) General. The Company shall employ Executive upon the terms and conditions provided herein effective as of the Effective Date.

(b) Position and Duties. Effective on the Effective Date, Executive: (i) shall serve as the Company’s Executive Vice President and Chief Financial Officer, with responsibilities, duties, and authority usual and customary for such position, subject to direction by the Chief Executive Officer of the Company (the “**CEO**”); (ii) shall report directly to the CEO; and (iii) agrees promptly and faithfully to comply with all present and future policies, requirements, rules and regulations, and reasonable directions and requests, of the Company in connection with the Company’s business. At the Company’s request, Executive shall serve the Company and/or its subsidiaries and affiliates in such other capacities in addition to the foregoing as the Company shall designate, provided that such additional capacities are consistent with Executive’s position as the Company’s Executive Vice President and Chief Financial Officer. In the event that Executive serves in any one or more of such additional capacities, Executive’s compensation shall not automatically be increased on account of such additional service.

(c) Performance of Executive’s Duties. During Executive’s employment with the Company, and except for periods of illness, vacation, disability, or reasonable leaves of absence or as discussed in Section 1(e), Executive shall devote Executive’s full time and attention to the business and affairs of the Company pursuant to the general direction of the CEO. The rights of Executive under this Agreement shall not be affected by any change in the title, duties, or capacity of Executive during Executive’s employment with the Company.

(d) Principal Office. Executive will work principally at the Company's facility located in Emeryville, California.

(e) Exclusivity. Except with the prior written approval of the CEO (which the CEO may grant or withhold in his or her sole and absolute discretion), Executive shall devote substantially all of Executive's working time, attention, and energies to the business of the Company, except during any paid vacation or other excused absence periods. Nothing in this section prevents Executive from engaging in additional activities in connection with personal investments and community affairs. Executive may also serve as a member of the board of directors or board of advisors of another organization provided (i) such organization is not a competitor of the Company; (ii) Executive receives prior written approval from the Company's CEO; and (iii) such activities do not individually or in the aggregate interfere with the performance of Executive's duties under this Agreement, violate the Company's standards of conduct then in effect, or raise a conflict under the Company's conflict of interest policies.

2. **Term**. The period of Executive's employment under this Agreement shall commence on the Effective Date and shall continue until Executive's employment with the Company is terminated pursuant to Section 5. The phrase "**Term**" as used in this Agreement shall refer to the entire period of employment of Executive by the Company.

3. **Compensation and Related Matters.**

(a) Annual Base Salary. During the Term, Executive shall receive a base salary at the rate of \$400,000 per year (as may be increased from time to time, the "**Annual Base Salary**"), subject to withholdings and deductions, which shall be paid to Executive in accordance with the customary payroll practices and procedures of the Company. Such Annual Base Salary shall be reviewed by the CEO, and, as applicable, the Board of Directors of the Company (the "**Board**") and/or the Compensation Committee of the Board, not less than annually.

(b) Annual Bonus. Executive shall be eligible to receive a discretionary annual bonus based on Executive's achievement of performance objectives as mutually agreed between Executive and the CEO, such bonus to be targeted at 40% of Executive's Annual Base Salary (the "**Annual Bonus**"). Any Annual Bonus approved by the Board, the Compensation Committee of the Board and/or the CEO shall be paid at the same time annual bonuses are paid to other executives of the Company generally, subject to Executive's continuous employment through the date of approval.

(c) Benefits. Executive shall be entitled to participate in such employee and executive benefit plans and programs as the Company may from time to time offer to provide to its executives, subject to the terms and conditions of such plans. Notwithstanding the foregoing, nothing herein is intended, or shall be construed, to require the Company to institute or continue any, or any particular, plan or benefit.

(d) Business Expenses. The Company shall reimburse Executive for all reasonable, documented, out-of-pocket travel and other business expenses incurred by Executive

in the performance of Executive's duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures as are in effect from time to time.

(e) Vacation. Executive will be entitled to paid vacation in accordance with the Company's vacation policy.

(f) Sign-On Bonus. On the first payroll date following the Effective Date, the Company shall pay Executive a one-time sign on bonus of \$40,000, less applicable withholdings and deductions (the "**Sign on Bonus**"). Notwithstanding the foregoing, Executive acknowledges and agrees that the Sign on Bonus will only be fully earned on the first anniversary of the Effective Date if Executive remains continuously employed with the Company through the first anniversary of the Effective Date. In the event Executive's employment with the Company terminates for any reason other than due to a Covered Termination (as defined below) prior to the first anniversary of the Effective Date, Executive hereby agrees to repay the Company the full amount of the Sign On Bonus.

4. **Equity Awards**. In connection with entering into this Agreement, following the Effective Date, the Company will recommend to the Board or the Compensation Committee of the Board that it grant Executive an option to purchase 215,000 shares of the Company's common stock (the "**Stock Option**") at a per-share purchase price equal to the closing sales price of the Company's common stock as quoted on the Nasdaq Global Market on the date of grant, or if the date of grant is not a trading day, on the most recent trading day before the date of grant, provided that Executive is employed by the Company on the date of grant. Subject to Executive's continued employment with the Company through the applicable vesting date, 25% of the shares underlying the Stock Option will vest on the first anniversary of the Effective Date and 1/48th of the total number of shares initially underlying the Stock Option will vest on each monthly anniversary thereafter. The Stock Option will otherwise be subject to the terms and conditions of the Company's 2018 Incentive Award Plan (the "**Plan**") and a stock option agreement to be entered into between Executive and the Company.

5. **Termination**.

(a) At-Will Employment. The Company and Executive acknowledge that Executive's employment will be at-will, as defined under applicable law. This means that it is not for any specified period of time and can be terminated by Executive or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. It also means that Executive's job duties, title, and responsibility and reporting level, work schedule, compensation, and benefits, as well as the Company's personnel policies and procedures, may be changed with prospective effect, with or without notice, at any time in the sole discretion of the Company (subject to any ramification such changes may have under Section 6 of this Agreement). This "at-will" nature of Executive's employment shall remain unchanged during Executive's tenure as an employee and may not be changed, except in an express writing signed by Executive and a duly-authorized officer of the Company. If Executive's employment terminates for any lawful reason, Executive shall not be entitled to any payments, benefits, damages, award, or compensation other than as provided in this Agreement.

(b) Notice of Termination. During the Term, any termination of Executive's employment by the Company or by Executive (other than by reason of death) shall be communicated by written notice (a "**Notice of Termination**") from one Party hereto to the other Party hereto (i) indicating the specific termination provision in this Agreement relied upon, if any, (ii) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) specifying the Date of Termination (as defined below). The failure by the Company to set forth in the Notice of Termination all of the facts and circumstances which contribute to a showing of Cause (as defined below) shall not waive any right of the Company hereunder or preclude the Company from asserting such fact or circumstance in enforcing their rights hereunder.

(c) Date of Termination. For purposes of this Agreement, "**Date of Termination**" shall mean the date of the termination of Executive's employment with the Company specified in a Notice of Termination.

(d) Deemed Resignation. Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and board memberships, if any, then held with the Company or any of its affiliates, and, at the Company's request, Executive shall execute such documents as are necessary or desirable to effectuate such resignations.

6. **Consequences of Termination.**

(a) Payments of Accrued Obligations upon all Terminations of Employment. Upon a termination of Executive's employment for any reason, Executive (or Executive's estate or legal representative, as applicable) shall be entitled to receive, within 30 days after Executive's Date of Termination (or such earlier date as may be required by applicable law): (i) any portion of Executive's Annual Base Salary earned through Executive's Date of Termination not theretofore paid, (ii) any expenses owed to Executive under Section 3, (iii) any accrued but unused paid time-off owed to Executive, (iv) any Annual Bonus approved by the Board, Compensation Committee of the Board and/or the CEO on or prior to the Date of Termination but unpaid as of the Date of Termination, and (v) any amount arising from Executive's participation in, or benefits under, any employee benefit plans, programs, or arrangements under Section 3, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs, or arrangements. Except as otherwise set forth in Sections 6(b) and (c), the payments and benefits described in this Section 6(a) shall be the only payments and benefits payable in the event of Executive's termination of employment for any reason.

(b) Severance Payments upon Covered Termination Outside a Change in Control Period. If, during the Term, Executive experiences a Covered Termination outside a Change in Control Period (each as defined below), then in addition to the payments and benefits described in Section 6(a), the Company shall, subject to Executive's delivery to the Company of a waiver and release of claims agreement in a form approved by the Company (a "**Release**") that becomes effective and irrevocable in accordance with Section 11(d), provide Executive with the following:

(i) The Company shall pay to Executive an amount equal to the sum of (i) Executive's Annual Base Salary multiplied by 0.75 and (ii) Executive's target Annual Bonus. Such amount will be subject to applicable withholdings and payable in a single lump sum cash payment on the first regular payroll date following the date the Release becomes effective and irrevocable in accordance with Section 11(d).

(ii) During the period commencing on the Date of Termination and ending on the nine-month anniversary thereof or, if earlier, the date on which Executive becomes eligible for comparable replacement coverage under a subsequent employer's group health plan (in any case, the "**Non-CIC COBRA Period**"), subject to Executive's valid election to continue healthcare coverage under Section 4980B of the Internal Revenue Code of 1986, as amended (the "**Code**") and the regulations thereunder, the Company shall, in its sole discretion, either (A) continue to provide to Executive and Executive's dependents, at the Company's sole expense, or (B) reimburse Executive and Executive's dependents for coverage under its group health plan (if any) at the same levels in effect on the Date of Termination; *provided, however*, that if (1) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), (2) the Company is otherwise unable to continue to cover Executive or Executive's dependents under its group health plans, or (3) the Company cannot provide the benefit without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then, in any such case, an amount equal to each remaining Company subsidy shall thereafter be paid to Executive in substantially equal monthly installments over the Non-CIC COBRA Period (or remaining portion thereof).

(c) Severance Payments upon Covered Termination During a Change in Control Period. If, during the Term, Executive experiences a Covered Termination during a Change in Control Period, then, in addition to the payments and benefits described in Section 6(a), the Company shall, subject to Executive's delivery to the Company of a Release that becomes effective and irrevocable in accordance with Section 11(d), provide Executive with the following:

(i) The Company shall pay to Executive an amount equal to the sum of (i) Executive's Annual Base Salary and (ii) Executive's target Annual Bonus. Such amount will be subject to applicable withholdings and payable in a single lump sum cash payment on the first regular payroll date following the date the Release becomes effective and irrevocable in accordance with Section 11(d).

(ii) During the period commencing on the Date of Termination and ending on the 12-month anniversary thereof or, if earlier, the date on which Executive becomes eligible for comparable replacement coverage under a subsequent employer's group health plan (in any case, the "**CIC COBRA Period**"), subject to Executive's valid election to continue healthcare coverage under Section 4980B of the Code and the regulations thereunder, the Company shall, in its sole discretion, either (A) continue to provide to Executive and Executive's dependents, at the Company's sole expense, or (B) reimburse Executive and Executive's dependents for coverage under its group health plan (if any) at

the same levels in effect on the Date of Termination; *provided, however*, that if (1) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), (2) the Company is otherwise unable to continue to cover Executive or Executive's dependents under its group health plans, or (3) the Company cannot provide the benefit without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then, in any such case, an amount equal to each remaining Company subsidy shall thereafter be paid to Executive in substantially equal monthly installments over the CIC COBRA Period (or remaining portion thereof).

(iii) Cause any unvested equity awards, including any stock options, restricted stock awards and any such awards subject to performance-based vesting, held by Executive as of the Date of Termination, to become fully vested and, if applicable, exercisable, and cause all restrictions and rights of repurchase on such awards to lapse with respect to all of the shares of the Company's Common Stock subject thereto.

(d) No Other Severance. The provisions of this Section 6 shall supersede in their entirety any severance payment provisions in any severance plan, policy, program, or other arrangement maintained by the Company except as otherwise approved by the Board.

(e) No Requirement to Mitigate; Survival. Executive shall not be required to mitigate the amount of any payment provided for under this Agreement by seeking other employment or in any other manner. Notwithstanding anything to the contrary in this Agreement, the termination of Executive's employment shall not impair the rights or obligations of any Party.

(f) Definition of Cause. For purposes hereof, "**Cause**" shall mean any one of the following: (i) Executive's material violation of any applicable material law or regulation respecting the business of the Company; (ii) Executive's conviction of, or plea of *nolo contendere* to, a felony or other crime involving moral turpitude; (iii) any act of dishonesty, fraud, or misrepresentation in relation to Executive's duties to the Company which act is materially and demonstrably injurious to the Company; (iv) Executive's willful and repeated failure to perform in any material respect Executive's duties hereunder after 15 days' notice and an opportunity to cure such failure and a reasonable opportunity to present to the Board Executive's position regarding any dispute relating to the existence of such failure (other than on account of disability); (v) Executive's failure to attempt in good faith to implement a clear and reasonable directive from the CEO or to comply with any of the Company's policies and procedures which failure is either material or occurs after written notice from the CEO; (vi) any act of gross misconduct which is materially and demonstrably injurious to the Company; or (vii) Executive's breach of fiduciary duty owed to the Company. Notwithstanding any other aspects of this provision Section 6(f), the Company will not have Cause unless (1) the Company first provides Executive with written notice of the condition giving rise to Cause within 30 days of its initial occurrence, and (2) Executive fails to cure such condition within 30 days after receiving such written notice (the "**Executive Cure Period**").

(g) Definition of Change in Control. For purposes of this Agreement, “**Change in Control**” shall mean (i) the acquisition by any person or group of affiliated or associated persons of more than 50% of the outstanding capital stock of the Company or voting securities representing more than 50% of the total voting power of outstanding securities of the Company; (ii) the consummation of a sale of all or substantially all of the assets of the Company to a third party; (iii) the consummation of any merger involving the Company in which, immediately after giving effect to such merger, less than a majority of the total voting power of outstanding stock of the surviving or resulting entity is then “beneficially owned” (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in the aggregate by the stockholders of the Company, as applicable, immediately prior to such merger. For the avoidance of doubt and notwithstanding anything herein to the contrary, in no event shall a transaction constitute a “Change in Control” if: (w) its sole purpose is to change the state of the Company’s incorporation; (x) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction; (y) it is effected primarily for the purpose of financing the Company with cash (as determined by the Board without regard to whether such transaction is effectuated by a merger, equity financing, or otherwise); or (z) it constitutes, or includes sales of shares in connection with, the initial public offering of the Company’s capital stock. Notwithstanding the foregoing, a “Change in Control” must also constitute a “change in control event,” as defined in Treasury Regulation §1.409A-3(i)(5).

(h) Definition of Change in Control Period. For purposes hereof, “**Change in Control Period**” shall mean the period of time commencing three months prior to a Change in Control and ending 12 months after such Change in Control.

(i) Definition of Covered Termination. For purposes hereof, “**Covered Termination**” shall mean the termination of Executive’s employment by the Company without Cause or by Executive for Good Reason, and shall not include a termination due to Executive’s death or disability.

(j) Definition of Good Reason. For purposes hereof, “**Good Reason**” shall mean any one of the following: (i) the material reduction of Executive’s base salary or target annual performance bonus, (ii) the assignment to Executive of any duties materially and negatively inconsistent in any respect of Executive’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any other action by the Company which results in a material diminution in such position, authority, duties or responsibilities (including without limitation a requirement to report to any person or entity other than the CEO); or (iii) the Company’s material breach of this Agreement, *provided*, that, in each case, Executive will not be deemed to have Good Reason unless (1) Executive first provides the Company with written notice of the condition giving rise to Good Reason within 30 days of its initial occurrence, (2) the Company or the successor company fails to cure such condition within 30 days after receiving such written notice (the “**Cure Period**”), and (3) Executive’s resignation based on such Good Reason is effective within 30 days after the expiration of the Cure Period.

7. **Assignment and Successors.** The Company shall assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise). This Agreement shall be binding upon and inure to the benefit of the Company, Executive, and their respective successors, assigns, personnel, and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. None of Executive's rights or obligations may be assigned or transferred by Executive, other than Executive's rights to payments hereunder, which may be transferred only by will, operation of law, or as otherwise provided herein.

8. **Miscellaneous Provisions.**

(a) **Confidentiality Agreement.** As a condition of Executive's employment with the Company, Executive must sign and comply with the Company's Proprietary Information and Inventions Assignment Agreement, a copy of which is attached hereto as **Exhibit A** (the "**Confidentiality Agreement**"). The Confidentiality Agreement shall survive the termination of this Agreement and Executive's employment with the Company for the applicable period(s) set forth therein. Notwithstanding the foregoing, in the event of any conflict between the terms of the Confidentiality Agreement and the terms of this Agreement, the terms of this Agreement shall prevail.

(b) **Non-Solicitation of Employees.** For a period of one year following Executive's Date of Termination, Executive shall not, either directly or indirectly (i) solicit for employment by any individual, corporation, firm, or other business, any employees, consultants, independent contractors, or other service providers of the Company or any of its affiliates, or (ii) solicit any employee or consultant of the Company or any of its affiliates to leave the employment or consulting of or cease providing services to the Company or any of its affiliates; *provided, however*, that the foregoing clauses (i) and (ii) shall not apply to a general advertisement or solicitation (or any hiring pursuant to such advertisement or solicitation) that is not specifically targeted to such employees or consultants.

(c) **Governing Law.** This Agreement shall be governed, construed, interpreted, and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the State of California, without giving effect to any principles of conflicts of law, whether of the State of California or any other jurisdiction, and where applicable, the laws of the United States, that would result in the application of the laws of any other jurisdiction.

(d) **Validity.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(e) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Signatures delivered by facsimile shall be deemed effective for all purposes.

(f) Entire Agreement. The terms of this Agreement, together with the Confidentiality Agreement, are intended by the Parties to be the final expression of their agreement with respect to the employment of Executive by the Company and supersede all prior understandings and agreements, whether written or oral, regarding Executive's service to the Company. The Parties further intend that this Agreement, together with the Confidentiality Agreement, shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement or the Confidentiality Agreement. Notwithstanding the foregoing, in the event of any conflict between the terms of the Confidentiality Agreement and the terms of this Agreement, the terms of this Agreement shall prevail.

(g) Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing signed by Executive and a duly authorized representative of the Company. By an instrument in writing similarly executed, Executive or a duly authorized officer of the Company, as applicable, may waive compliance by the other Party with any specifically identified provision of this Agreement that such other Party was or is obligated to comply with or perform; *provided, however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

(h) Dispute Resolution. To ensure the timely and economical resolution of disputes that arise in connection with this Agreement, Executive and the Company agree that any and all controversies, claims and disputes arising out of or relating to this Agreement, including without limitation any alleged violation of its terms, shall be resolved solely and exclusively by final and binding arbitration held in Alameda County, California through JAMS in conformity with California law and the then-existing JAMS employment arbitration rules, which can be found at <https://www.jamsadr.com/rules-employment-arbitration/>. The arbitrator shall: (a) provide adequate discovery for the resolution of the dispute; and (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall award the prevailing Party attorneys' fees and expert fees, if any. Notwithstanding the foregoing, it is acknowledged that it will be impossible to measure in money the damages that would be suffered if the Parties fail to comply with any of the obligations imposed on them under Section 8(a), and that in the event of any such failure, an aggrieved person will be irreparably damaged and will not have an adequate remedy at law. Any such person shall, therefore, be entitled to injunctive relief, including specific performance, to enforce such obligations, and if any action shall be brought in equity to enforce any of the provisions of Section 8(a), none of the Parties shall raise the defense that there is an adequate remedy at law. Executive and the Company understand that by agreement to arbitrate any claim pursuant to this Section 8(h), they will not have the right to have any claim decided by a jury or a court, but shall instead have any claim decided through arbitration. Executive and the Company waive any constitutional or other right to bring claims covered by this Agreement other than in their individual capacities.

Except as may be prohibited by applicable law, the foregoing waiver includes the ability to assert claims as a plaintiff or class member in any purported class or representative proceeding.

(i) **Enforcement.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(j) **Withholding.** The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local, or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

(k) **Whistleblower Protections and Trade Secrets.** Notwithstanding anything to the contrary contained herein, nothing in this Agreement prohibits Executive from reporting possible violations of federal law or regulation to any United States governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation (including the right to receive an award for information provided to any such government agencies). Furthermore, in accordance with 18 U.S.C. § 1833, notwithstanding anything to the contrary in this Agreement: (i) Executive shall not be in breach of this Agreement, and shall not be held criminally or civilly liable under any federal or state trade secret law (x) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (y) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (ii) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney, and may use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

9. Prior Employment. Executive represents and warrants that Executive's acceptance of employment with the Company has not breached, and the performance of Executive's duties hereunder will not breach, any duty owed by Executive to any prior employer or other person. Executive further represents and warrants to the Company that (a) the performance of Executive's obligations hereunder will not violate any agreement between Executive and any other person, firm, organization, or other entity; (b) Executive is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by Executive entering

into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement; and (c) Executive's performance of Executive's duties under this Agreement will not require Executive to, and Executive shall not, rely on in the performance of Executive's duties or disclose to the Company or any other person or entity or induce the Company in any way to use or rely on any trade secret or other confidential or proprietary information or material belonging to any previous employer of Executive.

10. Golden Parachute Excise Tax.

(a) Best Pay. Any provision of this Agreement to the contrary notwithstanding, if any payment or benefit Executive would receive from the Company pursuant to this Agreement or otherwise ("**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment will be equal to the Reduced Amount (as defined below). The "**Reduced Amount**" will be either (A) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (B) the entire Payment, whichever amount after taking into account all applicable federal, state, and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in Executive's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (A) of the preceding sentence, the reduction shall occur in the manner (the "**Reduction Method**") that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "**Pro Rata Reduction Method**"). Notwithstanding the foregoing, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A (as defined below) that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (1) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (2) as a second priority, Payments that are contingent on future events (*e.g.*, being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (3) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(b) Accounting Firm. The accounting firm engaged by the Company for general tax purposes as of the day prior to the Change in Control will perform the calculations set forth in Section 10(a). If the firm so engaged by the Company is serving as the accountant or auditor for the acquiring company, the Company will appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company will bear all expenses with respect to the determinations by such firm required to be made hereunder. The accounting firm engaged to make the determinations hereunder will provide its calculations, together with detailed supporting

documentation, to the Company within 30 days before the consummation of a Change in Control (if requested at that time by the Company) or such other time as requested by the Company. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it will furnish the Company with documentation reasonably acceptable to the Company that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the accounting firm made hereunder will be final, binding and conclusive upon the Company and Executive.

11. Section 409A.

(a) General. The intent of the Parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date, (“**Section 409A**”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If Executive notifies the Company that Executive has received advice of tax counsel of a national reputation with expertise in Section 409A that any provision of this Agreement would cause Executive to incur any additional tax or interest under Section 409A (with specificity as to the reason therefor) or the Company independently makes such determination, the Company and Executive shall take commercially reasonable efforts to reform such provision to try to comply with or be exempt from Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A, *provided* that any such modifications shall not increase the cost or liability to the Company. To the extent that any provision hereof is modified in order to comply with or be exempt from Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Executive and the Company of the applicable provision without violating the provisions of Section 409A.

(b) Separation from Service. Notwithstanding any provision to the contrary in this Agreement: (i) no amount that constitutes “deferred compensation” under Section 409A shall be payable pursuant to Section 6 unless the termination of Executive’s employment constitutes a “separation from service” within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations (“**Separation from Service**”); (ii) for purposes of Section 409A, Executive’s right to receive installment payments shall be treated as a right to receive a series of separate and distinct payments; and (iii) to the extent that any reimbursement of expenses or in-kind benefits constitutes “deferred compensation” under Section 409A, such reimbursement or benefit shall be provided no later than December 31st of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year.

(c) Specified Employee. Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive’s Separation from Service to be a “specified employee” for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement

is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (i) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company or (ii) the date of Executive's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive's estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

(d) **Release.** Notwithstanding anything to the contrary in this Agreement, to the extent that any payments due under this Agreement as a result of Executive's termination of employment are subject to Executive's execution and delivery of a Release, (i) the Company shall deliver the Release to Executive within ten business days following Executive's Date of Termination, and the Company's failure to deliver a Release prior to the expiration of such ten business day period shall constitute a waiver of any requirement to execute a Release, (ii) if Executive fails to execute the Release on or prior to the Release Expiration Date (as defined below) or timely revokes Executive's acceptance of the Release thereafter, Executive shall not be entitled to any payments or benefits otherwise conditioned on the Release, and (iii) in any case where Executive's Date of Termination and the Release Expiration Date fall in two separate taxable years, any payments required to be made to Executive that are conditioned on the Release and are treated as nonqualified deferred compensation for purposes of Section 409A shall be made in the later taxable year. For purposes of this Section 11(d), "**Release Expiration Date**" shall mean the date that is 21 days following the date upon which the Company timely delivers the Release to Executive, or, in the event that Executive's termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date. To the extent that any payments of nonqualified deferred compensation (within the meaning of Section 409A) due under this Agreement as a result of Executive's termination of employment are delayed pursuant to this Section 11(d), such amounts shall be paid in a lump sum on the first payroll date following the date that Executive executes and does not revoke the Release (and the applicable revocation period has expired) or, in the case of any payments subject to Section 11(d)(iii), on the first payroll period to occur in the subsequent taxable year, if later.

12. Employee Acknowledgement. Executive acknowledges that Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on Executive's own judgment.

[Signature Page Follows]

The Parties have executed this Agreement as of the Effective Date.

GRITSTONE ONCOLOGY, INC.

By: /s/ Andrew Allen

Name: Andrew Allen

Title: President and Chief Executive Officer

EXECUTIVE

By: /s/ Vassiliki Economides

Name: Vassiliki Economides

Address:

Exhibit A

Proprietary Information and Inventions Assignment Agreement

Omitted pursuant to Regulation S-K, Item 601(a)(5)

**AMENDED AND RESTATED GRITSTONE BIO, INC. (F/K/A GRITSTONE ONCOLOGY, INC.)
NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM**

This Amended and Restated Gritstone bio, Inc. (f/k/a Gritstone Oncology, Inc. (the “*Company*”)) Non-Employee Director Compensation Program (this “*Program*”) has been adopted under the Company’s 2018 Incentive Award Plan (the “*Plan*”) and shall be effective upon March 8, 2021 (the “*Effective Date*”). Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Plan.

Cash Compensation

Effective upon the Effective Date, annual retainers will be paid in the following amounts to Non-Employee Directors:

Non-Employee Director:	\$ 40,000
Non-Executive Chair:	\$ 35,000
Audit Committee Chair:	\$ 15,000
Compensation Committee Chair:	\$ 10,000
Nominating and Corporate Governance Committee Chair:	\$ 8,000
Audit Committee Member (non-Chair):	\$ 7,500
Compensation Committee Member (non-Chair):	\$ 5,000
Nominating and Corporate Governance Committee Member (non-Chair):	\$ 4,000

All annual retainers will be paid in cash quarterly in arrears promptly following the end of the applicable calendar quarter, but in no event more than 30 days after the end of such quarter. In the event a Non-Employee Director does not serve as a Non-Employee Director, or in the applicable positions described above, for an entire calendar quarter, the retainer paid to such Non-Employee Director shall be prorated for the portion of such calendar quarter actually served as a Non-Employee Director, or in such position, as applicable.

Equity Compensation

Initial Stock Option Grant: Each Non-Employee Director who is initially elected or appointed to serve on the Board after the closing of the Company’s initial public offering of its common stock (the “*IPO*”) shall be granted an Option under the Plan or any other applicable Company equity incentive plan then-maintained by the Company to purchase 38,000 shares of Common Stock.

The Initial Option will be automatically granted on the date on which such Non-Employee Director commences service on the Board, and will vest as to 1/36th of the shares subject thereto on each monthly anniversary of the applicable date of grant such that the shares subject to the Initial Option are fully vested on the third anniversary of the grant, subject to the Non-Employee Director continuing in service on the Board through each vesting date.

Annual Stock Option Grant: Each Non-Employee Director who is serving on the Board as of the date of each annual shareholder meeting of the Company (each, an “**Annual Meeting**”) shall be granted an Option under the Plan or any other applicable Company equity incentive plan then-maintained by the Company to purchase 19,000 shares of Common Stock, provided that the number of shares subject to the Annual Option will be prorated for any partial year of service as a Non-Employee Director.

The Annual Option will be automatically granted on the date of the applicable Annual Meeting, and will vest in full on the earlier of (i) the first anniversary of the date of grant and (ii) immediately prior to the Annual Meeting following the date of grant, subject to the Non-Employee Director continuing in service on the Board through such vesting date.

The per share exercise price of each Option granted to a Non-Employee Director shall equal the Fair Market Value of a share of common stock on the date the Option is granted.

The term of each Option granted to a Non-Employee Director shall be ten years from the date the Option is granted.

No portion of an Initial Option or Annual Option which is unvested or unexercisable at the time of a Non-Employee Director’s termination of service on the Board shall become vested and exercisable thereafter.

Members of the Board who are employees of the Company or any parent or subsidiary of the Company who subsequently terminate their service with the Company and any parent or subsidiary of the Company and remain on the Board will not receive an Initial Option, but to the extent that they are otherwise eligible, will be eligible to receive, after termination from service with the Company and any parent or subsidiary of the Company, Annual Options as described above.

Change in Control

Upon a Change in Control of the Company, all outstanding equity awards granted under the Plan and any other equity incentive plan maintained by the Company that are held by a Non-Employee Director shall become fully vested and/or exercisable, irrespective of any other provisions of the Non-Employee Director’s Award Agreement.

Reimbursements

The Company shall reimburse each Non-Employee Director for all reasonable, documented, out-of-pocket travel and other business expenses incurred by such Non-Employee Director in the performance of his or her duties to the Company in accordance with the Company’s applicable expense reimbursement policies and procedures as in effect from time to time.

Miscellaneous

The other provisions of the Plan shall apply to the Options granted automatically pursuant to this Program, except to the extent such other provisions are inconsistent with this Program. All applicable terms of the Plan apply to this Program as if fully set forth herein, and all grants of Options hereby are subject in all respects to the terms of the Plan. The grant of any Option under this Program shall be made solely by and subject to the terms set forth in a written agreement in a form to be approved by the Board and duly executed by an executive officer of the Company.

Effectiveness

This Program shall become effective upon the Effective Date.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statements (Form S-3 Nos. 333-234211, 333-252564 and 333-260292) and related Prospectuses of Gritstone bio, Inc. (f/k/a Gritstone Oncology, Inc.),
- (2) Registration Statements (Form S-8 Nos. 333-230581, 333-237095, 333-254177 and 333-255847) pertaining to the 2018 Incentive Award Plan, the 2018 Employee Stock Purchase Plan, and the 2021 Employment Inducement Incentive Plan, in each case, of Gritstone bio, Inc. (f/k/a Gritstone Oncology, Inc.), and
- (3) Registration Statement (Form S-8 No. 333-227665) pertaining to the 2015 Equity Incentive Plan, the 2018 Incentive Award Plan and the 2018 Employee Stock Purchase Plan, in each case, of Gritstone bio, Inc. (f/k/a Gritstone Oncology, Inc.)

of our report dated March 10, 2022, with respect to the consolidated financial statements of Gritstone bio, Inc. included in this Annual Report (Form 10-K) of Gritstone bio, Inc. for the year ended December 31, 2021.

/s/ Ernst & Young LLP

Redwood City, California
March 10, 2022

**CERTIFICATION OF PRESIDENT AND CHIEF EXECUTIVE OFFICER PURSUANT TO
EXCHANGE ACT RULES 13A-14(A) AND 15D-14(A),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Andrew Allen, M.D., Ph.D., certify that:

1. I have reviewed this Annual Report on Form 10-K of Gritstone bio, 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 10, 2022

By:

/s/ Andrew Allen

Andrew Allen, M.D., Ph.D.
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
EXCHANGE ACT RULES 13A-14(A) AND 15D-14(A),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Vassiliki Economides, certify that:

1. I have reviewed this Annual Report on Form 10-K of Gritstone bio, 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 10, 2022

By:

/s/ Vassiliki Economides

Vassiliki Economides
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Gritstone bio, Inc. (the "Company") for the period ended December 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of Andrew Allen, M.D., Ph.D., President and Chief Executive Officer (Principal Executive Officer) of the Company, and Vassiliki Economides, Chief Financial Officer (Principal Financial Officer) of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 10, 2022

/s/ Andrew Allen

Andrew Allen, M.D., Ph.D.
President and Chief Executive Officer
(Principal Executive Officer)

Date: March 10, 2022

/s/ Vassiliki Economides

Vassiliki Economides
Chief Financial Officer
(Principal Accounting Officer)
