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

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 10, 2024**

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**Atara Biotherapeutics, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-36548**  
(Commission File Number)

**46-0920988**  
(IRS Employer  
Identification No.)

**2380 Conejo Spectrum Street  
Suite 200  
Thousand Oaks, California**  
(Address of Principal Executive Offices)

**91320**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (805) 623-4211**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, par value \$0.0001 per share	ATRA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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.

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**Item 2.02 Results of Operations and Financial Condition.**

On August 12, 2024, Atara Biotherapeutics, Inc. (the “Company”) announced certain financial results for the second quarter ended June 30, 2024. A copy of the Company’s press release, titled “Atara Biotherapeutics Announces Second Quarter 2024 Financial Results, Operational Progress and Leadership Update” is furnished as Exhibit 99.1 hereto.

The information set forth in this Item 2.02 and in the press release included as Exhibit 99.1 shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of Section 11 and 12(a)(2) of the Securities Act of 1933, as amended, and shall not be incorporated by reference into any filing with the U.S. Securities and Exchange Commission, whether made before or after the date hereof, except as shall be expressly set forth by specific reference in such filing.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b) On August 10, 2024, Pascal Touchon notified the Board of Directors (the “Board”) of the Company of his decision to step down as the Company’s President and Chief Executive Officer, effective as of September 9, 2024 (the “Separation Date”). During the period prior to the Separation Date, Dr. Touchon will remain as President and Chief Executive Officer and a member of the Board. Effective as of the Separation Date, Dr. Touchon will be appointed as Chairman of the Board and will remain a member of the Board.

(c) In connection with tendering his notice of resignation, Dr. Touchon and the Company entered into a transition, separation and consulting agreement, dated August 12, 2024 (the “Transition Agreement”), pursuant to which Dr. Touchon will continue to serve as President and Chief Executive Officer of the Company until the Separation Date. Pursuant to the Transition Agreement, if Dr. Touchon remains with the Company in good standing through and including the Separation Date, he is entitled to receive the following compensation and benefits, subject to the Company’s receipt of an effective release and waiver of claims from Dr. Touchon: (i) a prorated portion of his 2024 target cash bonus amount based on the number of days of his employment during the 2024 calendar year; (ii) retainment of Dr. Touchon by the Company for consulting services to the Company, for a period of 12 months to begin on the Separation Date, which the Board may elect to extend an additional six months, with consulting fees of \$23,000 per month; (iii) acceleration of certain equity awards upon a change in control of the Company; and (iv) insurance coverage under COBRA for a period of 12 months.

The foregoing description of the Transition Agreement is not complete and is qualified in its entirety by reference to the Transition Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K.

(c) On August 10, 2024, the Board appointed AnhCo Nguyen, Ph.D. as the Company’s President and Chief Executive Officer and a member of the Board, effective September 9, 2024 (the “Start Date”).

Dr. Nguyen, age 51, has served as the Company’s Executive Vice President, Chief Scientific and Technical Officer since May 2023. Dr. Nguyen joined the Company in May 2021 as Senior Vice President, Chief Scientific Officer. Prior to joining the Company in May 2021, Dr. Nguyen held roles of increasing responsibility in research and development at Fate Therapeutics, Inc., most recently as its Vice President, Research and Development Innovation. Previously, from April 2018 to November 2019, Dr. Nguyen served as Senior Director, Oncology R&D at Pfizer. Dr. Nguyen received his undergraduate degree in biology from Harvard College and a Ph.D. in Immunology from Washington University in St. Louis. He was a Postdoctoral Associate at the Center for Cancer Research at the Massachusetts Institute of Technology.

Dr. Nguyen and the Company have entered into an Executive Employment Agreement, dated August 12, 2024 (the “Employment Agreement”). Pursuant to the Employment Agreement, Dr. Nguyen will receive a base salary at an initial annual rate of \$650,000 and will have a bonus target equal to 60% of his base salary, to be paid upon the Company’s and Dr. Nguyen’s achievement of certain milestones to be determined on an annual basis by the Board. For the 2024 calendar year, Dr. Nguyen’s bonus will be prorated based on his Start Date and, as such, Dr. Nguyen will be eligible for a prorated bonus equal to 45% of his prior base salary of \$550,000 from January 1, 2024 through the Start Date and 60% of his based salary of \$650,000 from the Start Date through December 31, 2024. In addition, Dr. Nguyen will receive a restricted stock unit award of 45,000 shares of the Company’s common stock. The foregoing description of Dr. Nguyen’s compensation arrangements is qualified in its entirety by reference to the Employment Agreement, which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Dr. Nguyen has no family relationships with any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of Atara. Dr. Nguyen is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

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**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits.*

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Transition, Separation and Consulting Agreement, dated August 12, 2024, by and between Pascal Touchon and Atara Biotherapeutics, Inc.</a>
10.2	<a href="#">Executive Employment Agreement, dated August 12, 2024, by and between AnhCo Nguyen and Atara Biotherapeutics, Inc.</a>
99.1	<a href="#">Press Release, dated August 12, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ATARA BIOTHERAPEUTICS, INC.

Date: August 12, 2024

By: /s/ Eric Hyllengren  
Eric Hyllengren  
Chief Financial Officer  
(Duly Authorized Officer and Principal Financial and  
Accounting Officer)

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*Execution Version*

**ATARA BIOTHERAPEUTICS, INC.**

August 12, 2024

**Pascal Touchon**

**Re: Transition, Separation and Consulting Agreement**

Dear Pascal:

This letter sets forth the terms of the transition, separation and consulting agreement (this “**Agreement**”) that Atara Biotherapeutics, Inc. (the “**Company**”) is offering to you to aid in your voluntary resignation from the Company.

**1. Effective Date of this Agreement.** This Agreement will be effective, and you hereby consent to the terms and conditions herein, on the date you execute the Agreement (the “**Transition Date**”); provided that you must return an executed copy of this Agreement to the Company within five (5) business days from the date of this Agreement.

**2. Separation Date / Early Separation Date.** You agree and acknowledge that you have provided the Company with notice of your voluntary employment resignation, and that your Company employment will terminate on September 9, 2024 by way of such voluntary resignation (the “**Separation Date**”), unless your employment is terminated sooner pursuant to Section 3(b) below. If your employment termination occurs earlier than the Separation Date, the actual date of termination shall become the “**Early Separation Date**” for purposes of this Agreement. As of and following the Separation Date (or Early Separation Date, as applicable), (a) you will no longer be employed by the Company as its President and Chief Executive Officer, and (b) except as provided for in Section 4(a) of this Agreement, you will no longer hold any other employment, manager, or officer positions with the Company, its direct and indirect parents, and/or its direct and indirect subsidiaries (the Company, along with its direct and indirect parents and subsidiaries, the “**Company Group**”).

**3. Transition Period.**

**(a) Duties, Base Salary, and Benefits.** Between the Transition Date and the Separation Date (or Early Separation date, as applicable) (the “**Transition Period**”), (i) you agree that you will work with the Company’s Board of Directors (the “**Board**”) and the incoming President and Chief Executive Officer to complete critical projects and transition your duties and responsibilities, (ii) the Company will continue to pay you your regular base salary, and (iii) you will continue to be eligible to participate in the employee benefit plans in which you are currently enrolled (pursuant to the terms and conditions of those benefit plans).

**(b) Employment Termination During the Transition Period.** During the Transition Period, you and the Company may mutually agree in writing to accelerate your employment termination date (a “**Mutual Accelerated Termination**”), the Company may terminate your employment for Cause (as defined in Section 12.1 of that certain Executive Employment Agreement, dated May 24, 2019, entered into by and between you and the Company, as amended on March 1, 2023 (the “**Employment Agreement**”), or your employment may terminate due to your death or Disability (as defined in Section 12.4 of the Employment Agreement). The Company agrees that as additional consideration for this

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Agreement, it will not terminate your employment without Cause during the Transition Period. If, at any time before the Separation Date, the Company terminates your employment for Cause, you resign your employment without a mutual agreement with the Company, or your employment terminates due to your death or Disability, you will not be eligible for the Separation Benefits or Consulting Relationship pursuant to the terms of Sections 4 and 5 below or any other termination or severance benefits.

**4. Termination Benefits.** Although not otherwise obligated to do so, if: (i) you execute this Agreement in the required time-frame; (ii) (A) you remain a Company employee in good standing through and including the Separation Date and your employment terminates on the Separation Date, or (B) you and the Company agree to a Mutual Accelerated Termination prior to the Separation Date; (iii) on or within twenty-one (21) calendar days following the Separation Date (or Early Separation Date, as applicable), you sign, date, and return to the Company (without alteration), the Secondary General Release of Claims attached hereto as *Exhibit A* (the “Secondary **General Release**”); (iv) you allow the Secondary General Release to become effective in accordance with its terms; and (v) you comply with the terms of and your obligations under this Agreement and your other Continuing Obligations owed to the Company Group as detailed in Section 9 below (collectively, Sections 4(i) through 4(iv), the “**Conditions**”), the Company Group will provide you with the following “**Termination Benefits**”:

**(a) Chairman Role.** You will be appointed as Chairman of the Board effective as of the Separation Date. Following the Separation Date and so long as you are a non-employee member of the Board, you will be entitled to participate in the Company’s non-employee director compensation policy, as it may be amended from time to time. For purposes of clarity, if you are entitled to the Termination Benefit under this Section 4(a) of this Agreement on the Separation Date, then Section 1.4 of the Employment Agreement is waived by the Company and shall not be applicable.

**(b) Pro-Rata Annual Bonus.** You will receive a prorated amount of the Target Bonus Amount (as defined in Section 2.2 of the Employment Agreement) for the 2024 calendar year, calculated as the product of (i) and (ii), where (i) is the Target Bonus Amount and (ii) is the quotient of (A) the number of days elapsed in the 2024 calendar year prior to the date on which your employment termination occurs divided by (B) 365 (the “**Pro-Rata Annual Bonus**”). The Pro-Rata Annual Bonus shall be paid, less standard payroll deductions and tax withholdings, in a lump sum on the Company’s first administratively practicable payroll date following the Secondary General Release Effective Date (as defined in the Secondary General Release).

**5. Consulting Relationship.** If you satisfy the Conditions, the Company agrees to retain you, and you agree to provide consulting services for the Company, under the following terms and conditions (the “**Consulting Relationship**”).

**(a) Consulting Period.** The Consulting Relationship will be deemed to have begun on the Separation Date (or Early Separation Date, as applicable) (the “**Consulting Start Date**”) and will terminate on the twelve (12) month anniversary of the Consulting Start Date, unless terminated earlier pursuant to Section 5(i) below (the “**Consulting Period**”). At the conclusion of the Consulting Period, the Board has the option, in its discretion, of extending the Consulting Period an additional six (6) months.

**(b) Consulting Services.** You agree to provide transitional consulting services to the Company Group in any area of your expertise, including but not limited to, completing critical projects and transitioning your duties and responsibilities to the incoming President and Chief Executive (together, the “**Consulting Services**”).

**(c) Consulting Fees.** As long as you are providing Consulting Services during the Consulting Period, you will receive as consulting fees of \$23,000 per month, which will be pro-rated for any partial

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month of service during the Consulting Period (the “**Consulting Fees**”). You will submit invoices on a monthly basis, and the Company will provide payment of the Consulting Fees within thirty (30) days after receipt of such invoices.

**(d) COBRA Continuation Coverage Payments.** If you timely elect continued coverage under COBRA, and subject to Section 5(h) below, the Company will pay your COBRA premiums to continue your group health coverage (including coverage for your eligible dependents, if applicable) (the “**COBRA Premiums**”) through the period starting on the Consulting Start Date and ending twelve (12) months after the Consulting Start Date, provided, however, that the Company's provision of such COBRA Premium benefits will immediately cease if during the COBRA Premium Period you become eligible for group health insurance coverage through a new employer or you cease to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event you become covered under another employer's group health plan or otherwise cease to be eligible for COBRA during the COBRA Premium Period, you must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), regardless of whether you or your dependents elect or are eligible for COBRA coverage, the Company instead shall pay to you, on the first day of each calendar month following Consulting Start Date, a fully taxable cash payment equal to the applicable COBRA Premiums for that month (including the amount of COBRA Premiums for your eligible dependents) (such amount, the “**Special Cash Payment**”), for the remainder of the COBRA Premium Period. You may, but are not obligated to, use such Special Cash Payments toward the cost of COBRA premiums.

**(e) Limitations on Authority.** In the event you do not become a member of the Board or cease your services on the Board for any reason, then you will have no responsibilities or authority as a consultant to the Company other than as provided above, you will have no authority to bind the Company Group to any contractual obligations, whether written, oral or implied and you agree not to represent or purport to represent the Company Group in any manner whatsoever to any third party (including but not limited to customers, potential customers, investors, business partners, or vendors) other than as provided above.

**(f) Independent Contractor Relationship.** Your relationship with the Company will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between you and the Company or any member of the Company Group. Other than your eligibility for federal COBRA, you will not be entitled to any of the benefits that the Company Group may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. Because you are an independent contractor, the Company will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on your behalf. You are solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Consulting Services and receipt of Consulting Fee under this Agreement, and will indemnify and hold harmless the Company Group with respect to the payment of any and all such taxes. No part of the Consulting Fee will be subject to withholding by the Company for the payment of any social security, federal, state or any other employee payroll taxes. The Company will report amounts paid to you as Consulting Fees by filing Form 1099-MISC with the Internal Revenue Service as required by law.

**(g) Confidential Information and Inventions.** In addition to your Continuing Obligations to the Company Group (as detailed in Section 9 below), you agree that, during the Consulting Period and thereafter, you will not use or disclose, other than in furtherance of the Consulting Services, any confidential or proprietary information or materials of the Company Group, including any confidential

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or proprietary information that you obtain or develop in the course of performing the Consulting Services. Any and all work product you create in the course of performing the Consulting Services will be the sole and exclusive property of the Company. You hereby assign to the Company all right, title, and interest in all inventions, techniques, processes, materials, and other intellectual property developed in the course of performing the Consulting Services.

**(h) Other Work Activities.** Throughout the Consulting Period, you retain the right to engage in employment, consulting, or other work relationships in addition to your Consulting Services for the Company Group, so long as such activities do not present a conflict of interest with the Company Group's business, or do not interfere with or breach your fiduciary obligations as a Board member, and/or your obligations owed to the Company Group under this Agreement and/or the Continuing Obligations. In addition, you agree that, during the Consulting Period, without the written consent of the Board, you will not perform, or agree to perform (as an employee, advisor, Board member or service provider), any services for any third party that (i) engages, or to your knowledge plans to engage, in any business or activity competitive with that of the Company provided, however, that you may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (without participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or (ii) engages, or to your knowledge plans to engage, in any material business relationship with the Company.

**(i) Early Termination of Consulting Period.** The Company may terminate the Consulting Relationship immediately and without prior notice if you breach your obligations owed to the Company Group under this Agreement and/or the Continuing Obligations. For the avoidance of doubt, upon termination of the Consulting Relationship for any reason, you will no longer be eligible for, or receive, any Consulting Fees or the COBRA Premiums.

**6. Equity Treatment.** For the avoidance of doubt, except as otherwise set forth in this Section 6, your outstanding time-based equity awards shall continue to vest during your period of Continuous Service (as defined in the Company's Amended and Restated 2014 Equity Incentive Plan) in accordance with the terms of the applicable award agreements; provided, that any such awards that remain outstanding upon the occurrence of a Change in Control following the Separation Date (as defined in the Company's Amended and Restated 2014 Equity Incentive Plan) shall become fully vested and exercisable, to the extent applicable, upon such Change in Control. In exchange for a cash payment of \$100, you hereby voluntarily forfeit certain outstanding stock option awards previously granted to you by the Company that are set forth on Exhibit B (collectively, the "**Waived Equity Awards**"). You understand that by forfeiting the Waived Equity Awards, you will have no further rights with respect to the Waived Equity Awards or to the shares of Company common stock underlying the Waived Equity Awards. You further understand that the shares of Company common stock subject to the Waived Equity Awards will become available under the Company's Amended and Restated 2024 Equity Incentive Plan for future grants to employees, directors and consultants of the Company.

**7. No Other Compensation or Benefits.** You agree and acknowledge that, except as expressly provided in this Agreement, you have not earned and will not receive from the Company Group any additional compensation (including base salary, severance, bonus, incentive compensation, commissions, or equity) or benefits prior to, on, or after the Separation Date (or Early Separation Date, as applicable), other than any vested benefits to which you are entitled under broad-based employee benefit plans of the Company Group in which you participate. You additionally agree and acknowledge that as a result of your voluntary employment resignation, you will not be eligible for, and will not receive, any Severance Benefits or CIC Severance Benefits pursuant to the terms and conditions of the Employment Agreement.

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**8. Return of Company Property.** On the date on which you no longer serve as a member of the Board and no longer have the Consulting Relationship, or earlier if requested by the the Board, you agree (1) to return to the Company all Company Group documents (and all copies thereof) and all Company Group property and equipment that you have in your possession or control, including but not limited to any materials of any kind that contain or embody any proprietary or confidential information of the Company Group in whatever form (including information in electronic form and all reproductions thereof in whole or in part) and (2) if you have used any personally owned computer, server, e-mail system or cloud system (*e.g.*, Box, Dropbox, GoogleDrive), memory stick, flash memory card, or portable electronic device (*e.g.*, iPhone, iPad, Android) (collectively, “**Personal Systems**”) to receive, store, prepare or transmit any Company Group confidential or proprietary data, materials or information, then you must provide the Company with a computer-useable forensic copy of all such information and then permanently delete and expunge all such Company Group confidential or proprietary information from such Personal Systems without retaining any copy or reproduction in any form. Notwithstanding the foregoing, you will be entitled to retain as your own property as applicable the computer (and related peripherals such as monitors, keyboards, headsets, printers and mouse) and the mobile phone issued to you by the Company so long as all Company Group information, data, documents and applications are certified by a member of the Company’s information technology department as having been deleted or removed from such devices.

**9. Continuing Obligations.** You acknowledge and reaffirm your continuing obligations owed to the Company Group, including without limitation, pursuant to: (a) your executed January 6, 2021 Proprietary Information and Inventions Agreement entered into with the Company, and (b) any other similar agreement entered into by you and which benefits or may be enforced by the Company or any other member of the Company Group, each of which agreements and obligations remain in full force and effect in accordance with their terms following the Separation Date (or Early Separation Date, as applicable).

**10. No Disparagement.** Except as permitted by the “Protected Rights” in Section 14 below, you agree not to disparage any member of the Company Group and each of their respective officers, directors, managers, members, employees, shareholders, investors and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation, and the Company agrees to direct both its Board members and the Company’s officers who are subject to the reporting requirements of Section 16 of the Securities Exchange Act of 1934, as amended, not to disparage you in any manner likely to be harmful to your business reputation or personal reputation. Nothing in this Section, this Agreement, or any other agreement entered into with the Company Group will be interpreted or construed to prevent you from giving truthful information to any law enforcement officer, court, administrative proceeding or as part of an investigation by any government agency, or is intended to prohibit or restrain you in any manner from making disclosures that are protected under federal law or regulation or under other applicable law or regulation (including disclosures that are protected under the whistleblower provisions of any federal or state law).

**11. No Admissions.** The promises and payments in consideration of this Agreement are not and shall not be construed to be an admission of any liability or obligation by either party to the other party, and neither party makes any such admission.

**12. Cooperation.** From and after the date of this Agreement, you agree to cooperate fully with the Company Group, or any member thereof, in connection with its or their actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or in connection with other matters arising from events, acts, or failures to act that occurred during the period of your employment by the Company Group; provided, that such cooperation will not unreasonably burden you or unreasonably interfere with your subsequent employment or other business or personal affairs. Such cooperation includes making yourself available to the Company Group upon reasonable notice, without subpoena, to provide

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complete, truthful and accurate information in witness interviews, depositions, and trial testimony. The Company will reimburse you for reasonable and pre-approved out-of-pocket expenses you incur in connection with any such cooperation, excluding forgone wages, salary, or other compensation, and will accommodate your scheduling needs.

### 13. Release of Claims.

**(a) General Release.** In exchange for the consideration provided to you under the Agreement to which you would not otherwise be entitled, including but not limited to your eligibility for the Transition Period, the Termination Benefits and the Consulting Relationship, you (for yourself and for any person who may make a claim by or through you (including without limitation, any current or former spouse(s), dependents, heirs, assignees, executors, attorneys, or agents)) hereby generally and completely release the Company and its current and former predecessors, successors, direct and indirect parents, direct and indirect subsidiaries, affiliates, investors, and related entities (collectively, the “**Entities**”) and each of the Entities’ respective current and former directors, officers, employees, shareholders, partners, members, agents, attorneys, insurers, assigns, and employee benefit plans of and from any and all claims, liabilities, and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date you sign this Agreement (collectively, the “**Released Claims**”).

**(b) Scope of Release.** The Released Claims include, but are not limited to: (i) all claims arising out of or in any way related to your employment with or services for the Company or any other member of the Company Group, or the termination of that employment or those services; (ii) except as provided for in this Agreement, all claims related to your compensation or benefits from the Company or any other member of the Company Group, including salary, bonuses, incentive compensation, commissions, paid time off, severance benefits (pursuant to the Employment Agreement, or otherwise), notice rights, retention benefits, fringe benefits, stock, stock options, restricted stock, restricted stock units, or any other ownership interests in the Company or any other member of the Company Group or their predecessors; (iii) all claims for breach of contract (oral or written), wrongful termination, and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, inducement, misrepresentation, defamation, emotional distress, and discharge in violation of public policy; and (v) all constitutional, federal, state, and local statutory and common law claims, in each case, as amended, including, but not limited to, claims for discrimination, harassment, retaliation, interference, attorneys’ fees. You acknowledge and agree that the release of claims provided in this Section 13 is not provided in exchange for a raise, bonus, or as a condition of continued employment, but rather in exchange for the materially modified terms and conditions of employment during the Transition Period and your eligibility for Termination Benefits and Consulting Relationship that you were not otherwise eligible to receive.

**(c) Excluded Claims.** The Released Claims in this Agreement do not include (i) any rights to indemnification you may have pursuant to the terms and conditions of the Company Group’s governing corporate documents, pursuant to any written indemnification agreement with the Company Group to which you are a party (including, but not limited to, your Employment Agreement), under applicable law, or pursuant to the terms and conditions of any directors and officers’ liability insurance policy of any member of the Company Group; (ii) your rights to enforce the terms of this Agreement, (iii) any rights that are not waivable as a matter of law, including without limitation, any rights you may have to seek unemployment or workers’ compensation benefits, and (iv) any rights you may have under the federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act.

**(d) Waiver of Unknown Claims.** In giving the releases set forth in this Agreement, which include claims that may be unknown to you at present, you acknowledge that you have read and

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understand Section 1542 of the California Civil Code which reads as follows: “**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**” You hereby expressly waive and relinquish all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to your release of claims herein, including but not limited to the release of unknown and unsuspected claims.

**14. Protected Rights.** You understand that nothing in this Agreement or the Secondary General Release prevents you from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission (collectively, the “**Government Agencies**”). Neither this Agreement nor the Secondary General Release limits your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies, including providing documents or other information, without notice to the Company. While this Agreement and the Secondary General Release do not limit your right to receive an award for information provided to the Securities and Exchange Commission or to receive a monetary award from a government-administered whistleblower award program, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement and the Secondary General Release. Nothing in this Agreement or the Secondary General Release prevents you from discussing or disclosing employee wages, benefits or terms and conditions of employment, or information about unfair or unlawful acts or employment practices in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. Additionally, you further acknowledge that the Company has advised you that you will not be held civilly or criminally liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding; or (c) is made to an attorney or is used in a court proceeding in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, provided that the trade secret is filed under seal and not disclosed except pursuant to court order.

**15. Representations.** You hereby represent that, as of the date you execute this Agreement: you have been paid all compensation owed and payable through the date of this Agreement and for all time worked; you have received all the leave and leave benefits and protections for which you are eligible pursuant to FMLA or any applicable federal or state law or Company policy through the date of this Agreement; and you have not suffered any on-the-job injury or illness for which you have not already filed a workers’ compensation claim. You further acknowledge and represent that: (a) you are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement; (b) you have made your own investigation of the facts and you are relying solely upon your own knowledge; (c) you are knowingly waiving any claim that this Agreement was induced by any misrepresentation or nondisclosure; (d) you have read and understand the terms and effect of this Agreement; and (e) you are knowingly and voluntarily agreeing to all of the terms set forth in this Agreement and to be bound by this Agreement.

**16. General.** This Agreement, along with Exhibit A and the Continuing Obligations detailed in Section 9 above (which are separate agreements and obligations that shall remain in full force and effect in accordance with their terms following the Separation Date (or Early Separation Date, as applicable)), constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to the subject matter hereof. It is entered into without reliance on any promise or

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representation, written or oral, other than those expressly contained herein, and it supersedes and terminates any other agreements, promises, warranties or representations by and between you, the Company and all other members of the Company Group concerning its subject matter (including but not limited to the Employment Agreement). Notwithstanding the foregoing, this Agreement does not affect or otherwise abrogate any of the protections, indemnification or other terms and conditions of the Company's certificate of incorporation, by-laws or other agreements, or any successor or amended certificate, by-laws or other agreements, applicable and relating to your services on the Board. This Agreement may not be modified or amended except in a writing signed by both you and the Company's Board of Directors. This Agreement is governed by the laws of the State of California, without reference to conflicts of law principles, and will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this Agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement, or rights hereunder, shall be in writing and shall not be deemed to be a waiver of any successive breach or rights hereunder. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**17. Review of Agreement; Advice of Counsel; Expiration of Offer.** You understand that you may take up to five (5) business days from the date of this Agreement to consider this Agreement (the "**Consideration Period**"). The Company's offer set forth in this Agreement, if not accepted by you before the end of the Consideration Period, will automatically expire. You are hereby advised to consult with an attorney prior to signing this Agreement. You may sign this Agreement before the end of the Consideration Period, and if you do so, you acknowledge and agree that your decision to accept such shortening of time was knowing and voluntary and was not induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the Consideration Period. **You acknowledge that you have been advised, as required by California Government Code Section 12964.5(b)(4), that you have the right to consult an attorney regarding this Agreement and that you were given a reasonable time period of not less than five (5) business days in which to do so.**

**18. Indemnification.** The Consulting Services shall be a "Covered Event" under Employee's Indemnification Agreement, dated January 6, 2020, by and between Employee and the Company.

[Signature Page to Follow]

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If this Agreement is acceptable to you, please sign below on or within five (5) business days from the date of this Agreement and then promptly return the fully signed original to me. The Company's offer contained herein will automatically expire if we do not receive the fully signed Agreement from you within this timeframe.

We wish you the best in your future endeavors.

Sincerely,

**Atara Biotherapeutics, Inc.**

By: /s/ William K. Heiden

Name: William K. Heiden

Title: Authorized Board Member

**Agreed and Acknowledged:**

/s/ Pascal Touchon

**Pascal Touchon**

Date: August 12, 2024

**EXHIBIT A – SECONDARY GENERAL RELEASE OF CLAIMS**

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## EXHIBIT A

### SECONDARY GENERAL RELEASE OF CLAIMS (TO BE SIGNED ON OR WITHIN 21 CALENDAR DAYS OF THE SEPARATION DATE OR EARLY SEPARATION DATE, AS APPLICABLE)

If I choose to sign and return this Secondary General Release of Claims (the “**General Release**”), and allow it to become effective by its terms, the Company will provide me with the Termination Benefits and Consulting Relationship set forth in Sections 4 and 5 of the Transition, Separation and Consulting Agreement between me and the Company dated August 12, 2024 (the “**Agreement**”). I understand that I am not entitled to the Termination Benefits and/or the Consulting Relationship unless I sign and return this General Release to the Company on or within twenty-one (21) calendar days following the Separation Date (or Early Separation Date, as applicable), and allow it to become effective by its terms. Capitalized terms used in this General Release that are not defined herein shall have the meaning as defined in the Agreement.

**General Release.** In exchange for the consideration provided to me under the Agreement to which I would not otherwise be entitled, including but not limited to the Termination Benefits and Consulting Relationship in Sections 4 and 5 therein, I (for me and for any person who may make a claim by or through me (including without limitation, any current or former spouse(s), dependents, heirs, assignees, executors, attorneys, or agents)) hereby generally and completely release Atara Biotherapeutics, Inc. and its current and former predecessors, successors, parents, direct and indirect subsidiaries, affiliates, investors, and related entities (collectively, the “**Entities**”) and each of the Entities’ respective current and former directors, officers, employees, shareholders, partners, members, agents, attorneys, insurers, assigns, and employee benefit plans (collectively with the Entities, the “**Released Parties**”) of and from any and all claims, liabilities, and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date I sign this General Release (collectively, the “**Released Claims**”).

**Scope of Release.** The Released Claims include, but are not limited to: (i) all claims arising out of or in any way related to my employment with or services for any member of the Company Group, or the termination of that employment or those services; (ii) all claims related to my compensation or benefits from any member of the Company Group, including salary, bonuses, incentive compensation, commissions, paid time off, severance benefits (pursuant to the Employment Agreement or otherwise), notice rights, retention benefits, fringe benefits, stock, stock options, restricted stock, restricted stock units, or any other ownership interests in the Company or any other member of the Company Group; (iii) all claims for breach of contract (oral or written), wrongful termination, and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, inducement, misrepresentation, defamation, emotional distress, and discharge in violation of public policy; and (v) all constitutional, federal, state, and local statutory and common law claims, in each case, as amended, including, but not limited to, claims for discrimination, harassment, retaliation, interference, attorneys’ fees, and/or other claims arising under the federal Civil Rights Act of 1964, the federal Americans with Disabilities Act of 1990 and all similar state and local laws, the federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act (collectively, the “**ADEA**”) and all similar state and local laws, the federal Family and Medical Leave Act and all similar state and local laws (the “**FMLA**”), the federal Equal Pay Act and all similar state and local laws, the federal Employee Retirement Income Security Act of 1974, the Federal Fair Credit Reporting Act and all similar state and local laws, the California Fair Employment and Housing Act, the California Labor Code, and any and all claims arising from or related to any other federal, state or local fair employment practices act, statute, code, regulation, and/or ordinance. **I acknowledge that I have been advised, consistent with California Government Code Section 12964.5(b)(4), that I had the right to consult an attorney regarding this General Release and that I was given a reasonable time period of not less than five (5) business days in which do so.**

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**Excluded Claims.** The Released Claims in this General Release do not include (i) any rights to indemnification I may have pursuant to the terms and conditions of the Company Group's governing corporate documents, pursuant to any written indemnification agreement with the Company Group to which I am a party, under applicable law, or pursuant to the terms and conditions of any directors and officers' liability insurance policy of any member of the Company Group; (ii) my rights to enforce the terms of the Agreement, or (iii) any rights that are not waivable as a matter of law, including without limitation, any rights I may have to seek unemployment or workers' compensation benefits.

**ADEA Waiver.** I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA (the "**ADEA Waiver**"), and that the consideration given for this ADEA Waiver is in addition to anything of value to which I am already entitled. I further acknowledge that I have been advised, as required by the ADEA, that: (i) my ADEA Waiver does not apply to any rights or claims that may arise after the date that I sign this General Release; (ii) I should consult with an attorney prior to signing this General Release; (iii) I have twenty-one (21) calendar days to consider this General Release (although I may choose voluntarily to sign it earlier; but no earlier than the Separation Date (or Early Separation Date, as applicable)); (iv) I have seven (7) calendar days following the date I sign this General Release to revoke my acceptance of the General Release (by providing written notice of my revocation to Amar Murugan, the Company's Chief Legal Officer); and (v) this General Release will not be effective until the date upon which the revocation period has expired unexercised, which will be the eighth calendar day after the date that I sign this General Release, provided that I do not revoke my acceptance (the "**General Release Effective Date**").

**Waiver of Unknown Claims.** In giving the releases set forth in this General Release, which include claims that may be unknown to me at present, I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**" I hereby expressly waive and relinquish all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to my release of claims herein, including but not limited to the release of unknown and unsuspected claims.

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*Signature Page to General Release*

**Agreed and Acknowledged:**

**Pascal Touchon**

Date: \_

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**EXHIBIT B**

**WAIVED EQUITY AWARDS**

<b>Type of Award</b>	<b>Grant Date</b>	<b>Exercise Price Per Share</b>	<b>Number of Shares Outstanding (as of August 5, 2024)</b>
Nonqualified Stock Option	June 24, 2019	\$510.75	9,000
Nonqualified Stock Option	March 1, 2020	\$303.75	9,680
Nonqualified Stock Option	March 1, 2021	\$427.63	7,075

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*Execution Version***ATARA BIOTHERAPEUTICS, INC.  
EXECUTIVE EMPLOYMENT AGREEMENT****for****ANHCO "COKEY" THIEU NGUYEN**

This Executive Employment Agreement (this "**Agreement**"), is made and entered into as of August 12, 2024 (the "**Effective Date**"), by and between AnhCo "Cokey" Thieu Nguyen ("**Employee**") and Atara Biotherapeutics, Inc. (the "**Company**"). This Agreement will terminate, supersede and replace in full the prior Executive Employment Agreement entered into by and between Employee and the Company, dated March 24, 2021 (as amended on March 1, 2023) (the "**Prior Agreement**").

**1. Employment by the Company.**

**1.1 Position.** Commencing on the Start Date (as defined below), Employee shall serve as the Company's President and Chief Executive Officer, reporting to the Company's Board of Directors (the "**Board**"). During the term of Employee's employment with the Company, Employee will devote Employee's best efforts and all of Employee's business time and attention to the business of the Company, except as permitted in Section 7 of this Agreement and excluding approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company's general employment policies. Employee further agrees not to usurp, for Employee's own personal benefit or gain, any opportunities in the Company's line of business. Employee shall be expected to work on a full-time basis and travel as part of his position. Employee's anticipated start date as President and Chief Executive Officer will be September 9, 2024 (the "**Start Date**").

**1.2 Duties and Location.** Employee shall perform such duties as are customarily associated with the position of President and Chief Executive Officer, and such other duties as are assigned to Employee by the Board. Employee's primary office location shall be the Company's Thousand Oaks, California office. Subject to the terms of this Agreement and applicable law, the Company reserves the right to (i) reasonably require Employee to perform Employee's duties at places other than Employee's primary office location from time to time and to require reasonable business travel, and (ii) modify Employee's job title, reporting line and duties as it deems necessary and appropriate in light of the Company's needs and interests from time to time.

**1.3 Policies and Procedures.** The employment relationship between the parties shall be governed by the general employment policies and practices of the Company, including the Employee Handbook, as well as by all other rules and policies applicable to the Company's professional employees, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall control.

**1.4 At-Will Employment.** Employee's employment relationship with the Company is at-will. Either the Company or Employee shall have the right to terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice. Should a Company policy exist now or in the future which contradicts this at-will provision, this at-will provision controls the relationship between Employee and the Company. The at-will nature of Employee's employment may only be changed in an express written agreement signed by Employee and a duly authorized officer of the Company. Nothing in this Agreement is intended to modify the at-will employment relationship between the Company and Employee.

## **2. Compensation.**

**2.1 Base Salary.** Beginning on the Start Date, for services to be rendered hereunder, Employee shall be paid a base annual salary at the rate of \$650,000 (the "**Base Salary**"), less all required and applicable standard payroll deductions and withholdings for federal and state taxes and for any authorized voluntary deductions and payable in accordance with the Company's regular payroll schedule.

**2.2 Annual Discretionary Bonus.** Beginning in the 2025 calendar year, Employee will be eligible for an annual discretionary target bonus (the "**Annual Bonus**") of sixty-percent (60%) of Employee's then current Base Salary (the "**Target Bonus Amount**"). Whether Employee receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined in the good faith discretion of the Board (or the Compensation Committee thereof), based upon the Company's and Employee's achievement of objectives and milestones to be determined on an annual basis by the Board (or Compensation Committee thereof). No Annual Bonus is guaranteed and, in addition to the other conditions for earning such compensation, Employee must remain an employee in good standing of the Company on the date the Annual Bonus is paid in order to be eligible for and earn any Annual Bonus. For the 2024 calendar year, Employee's eligibility for the Annual Bonus, and the amount thereof, will be prorated based on Employee's Start Date. Specifically, from January 1, 2024 through the Start Date, Employee's Target Bonus Amount will be forty-five percent (45%) of his prior base salary of \$550,000, and from the Start Date through December 31, 2024, Employee's Target Bonus Amount will be sixty-percent (60%) of his current base salary of \$650,000.

**3. Standard Company Benefits.** Employee shall, in accordance with Company policy and the terms and conditions of the applicable Company benefit plan documents, continue to be eligible to participate in the benefit and fringe benefit programs provided by the Company to its executive officers and other employees from time to time. Employee shall also be entitled to paid sick leave, paid time off, and holidays as outlined in the Company's employment policies and as otherwise required by applicable law. Any such benefits shall be subject to the terms and conditions of the governing benefit plans and policies, as well as the Company's policies and may be changed by the Company in its discretion.

**4. Expenses.** The Company will reimburse Employee for reasonable travel, entertainment or other expenses incurred by Employee in furtherance or in connection with the performance of Employee's duties hereunder, in accordance with applicable law and the Company's expense reimbursement policy as in effect from time to time.

## 5. Equity.

**5.1 Current Equity Holdings.** Any stock, stock options, or restricted stock units that Employee has already been granted by the Company or acquired shall continue to be governed in all respects by the terms of the underlying equity documents, including, as applicable, the applicable grant agreements, option agreements, grant notices, and plan documents (together, the “**Prior Equity Documents**”).

**5.2 Restricted Stock Units.** The Company will recommend to its Compensation Committee of the Board that Employee be granted restricted stock units (“**RSUs**”) with respect to 45,000 shares of the Company’s common stock. Grant of the RSUs is subject to the approval of the Compensation Committee. If granted, the RSUs shall vest as to 1/12th of the total number of shares subject to the RSUs on the grant date (rounded down to the next whole number of shares) on the second Quarterly Vesting Date (as defined below) following the Start Date, and as to 1/12th of the total number of shares (rounded down to the next whole number of shares) on each of the next seven Quarterly Vesting Dates, except that the amount vesting on the final Quarterly Vesting date shall be such that all of the shares subject to the RSUs on the grant date shall be vested on the last Quarterly Vesting Date, subject to Employee’s continuous service with the Company on the applicable Quarterly Vesting Date. “**Quarterly Vesting Date**” means March 1, May 15, August 15, and November 15 of each year; provided that if such date falls on a weekend or holiday, the Quarterly Vesting Date shall be the first business day after such date. The RSUs will be governed by and subject to the terms and conditions set forth in the Company’s 2024 Equity Incentive Plan and the applicable grant documents.

## 6. Proprietary Information Obligations.

**6.1 Proprietary Information Agreement.** Employee agrees and acknowledges that he executed (as of August 5, 2024), and will continue to abide by, the Company’s Proprietary Information and Inventions Agreement (the “**Proprietary Agreement**”), which agreement shall remain in full force and effect in accordance with its terms.

**6.2 Third-Party Agreements and Information.** Employee represents and warrants that Employee’s employment by the Company does not conflict with any prior employment or consulting agreement or other agreement with any third party, and that Employee will perform Employee’s duties to the Company without violating any such agreement. Employee represents and warrants that Employee does not possess confidential information arising out of prior employment, consulting, or other third party relationships, that would be used in connection with Employee’s employment by the Company, except as expressly authorized by that third party. During Employee’s employment by the Company, Employee will use in the performance of Employee’s duties only information that is generally known and used by persons with training and experience comparable to Employee’s own, common knowledge in the industry, otherwise legally in the public domain, or obtained or developed by the Company or by Employee in the course of Employee’s work for the Company. In addition, Employee represents that Employee has disclosed to the Company in writing any agreement Employee may have with any third party (e.g., a former employer) which may limit Employee’s ability to perform Employee’s duties to the Company, or

which could present a conflict of interest with the Company, including but not limited to disclosure (and a copy) of any contractual restrictions on solicitations or competitive activities.

## **7. Outside Activities and Non-Competition During Employment.**

**7.1 Outside Activities.** Throughout Employee's employment with the Company, Employee may engage in civic and not-for-profit activities so long as such activities do not interfere with the performance of Employee's duties hereunder or present a conflict of interest with the Company or its affiliates. Subject to the restrictions set forth herein, and in the Proprietary Agreement, and only with prior written disclosure to and written consent of the Board, Employee may engage in other types of business or public activities. The Board may rescind such consent, if the Board determines, in its sole discretion, that such activities compromise or threaten to compromise the Company's or its affiliates' business interests or conflict with Employee's duties to the Company or its affiliates.

**7.2 Non-Competition During Employment.** Throughout Employee's employment with the Company, Employee will not, without prior written disclosure to and written consent of the Board, directly or indirectly serve as an officer, director, stockholder, employee, partner, proprietor, investor, joint ventures, associate, representative or consultant of any person or entity engaged in, or planning or preparing to engage in, business activity competitive with any line of business engaged in (or planned to be engaged in) by the Company or its affiliates; provided, however, that Employee may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (without participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange. In addition, Employee will be subject to certain restrictions (including restrictions continuing after Employee's employment ends) outlined in the terms of the Proprietary Agreement.

## **8. Termination of Employment; Severance and Change in Control Benefits.**

**8.1 Termination Without Cause or Resignation for Good Reason Unrelated to Change in Control.** In the event Employee's employment with the Company is terminated by the Company without Cause (as defined below), and other than as a result of Employee's death or disability, or Employee resigns for Good Reason, in either case, at any time except during the Change in Control Period (as defined below), then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), and provided that Employee satisfies the Release Requirement in Section 9 below, and remains in compliance with the terms of this Agreement and the Proprietary Agreement, the Company shall provide Employee with the following "**Severance Benefits**":

**8.1.1 Severance Payments.** Severance pay in the form of continuation of Employee's final monthly base salary for a period of twelve (12) months following termination, subject to required and voluntarily authorized payroll deductions and federal and state tax withholdings (the "**Severance Payments**"). Subject to Section 10 below, the Severance Payments shall be made on the Company's regular payroll schedule in effect following Employee's Separation from Service date; provided, however that any such payments that are otherwise

scheduled to be made prior to the Release Effective Date (as defined below) shall instead accrue and be made on the first regular payroll date following the Release Effective Date. For such purposes, Employee's final base salary will be calculated prior to giving effect to any reduction in Base Salary that would give rise to Employee's right to resign for Good Reason.

#### **8.1.2 Health Care Continuation Coverage Payments.**

**(i) COBRA Premiums.** If Employee timely elects continued coverage under COBRA, the Company will pay Employee's COBRA premiums to continue Employee's coverage (including coverage for Employee's eligible dependents, if applicable) ("**COBRA Premiums**") through the period starting on the Separation from Service date and ending twelve (12) months after the Separation from Service date (the "**COBRA Premium Period**"); provided, however, that the Company's provision of such COBRA Premium benefits will immediately cease if during the COBRA Premium Period Employee becomes eligible for group health insurance coverage through a new employer or Employee ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Employee becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Employee must immediately notify the Company, in writing, of such event.

#### **(ii) Special Cash Payments in Lieu of COBRA Premiums.**

Notwithstanding the foregoing, if (a) as of the date of Employee's termination of employment Employee is not a participant in a Company group health plan under which Employee would otherwise be entitled to continued coverage under COBRA or (b) the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), regardless of whether Employee or Employee's dependents elect or are eligible for COBRA coverage, the Company instead shall pay to Employee, on the first day of each calendar month following the Separation from Service date, a fully taxable cash payment equal to the applicable COBRA premiums for that month (including the amount of COBRA premiums for Employee's eligible dependents), subject to applicable federal and state tax withholdings and required or voluntarily authorized deductions (such amount, the "**Special Cash Payment**"), for the remainder of the COBRA Premium Period. Employee may, but is not obligated to, use such Special Cash Payments toward the cost of COBRA premiums or toward premium costs under an individual health plan.

**8.2 Termination Without Cause or Resignation for Good Reason During Change in Control Period.** In the event Employee's employment with the Company is terminated by the Company without Cause (and other than as a result of Employee's death or disability) at any time during the Change in Control Period, or Employee resigns for Good Reason at any time during the Change in Control Period, in lieu of (and not additional to) the Severance Benefits described in Section 8.1, and provided that Employee satisfies the Release Requirement in Section 9 below and remains in compliance with the terms of this Agreement and the Proprietary Agreement, the Company shall instead provide Employee with the following "**CIC Severance Benefits**". For the avoidance of doubt: (i) in no event will Employee be entitled to severance benefits under Section 8.1 and this Section 8.2, and (ii) if the Company has commenced providing



Severance Benefits to Employee under Section 8.1 prior to the date that Employee becomes eligible to receive CIC Severance Benefits under this Section 8.2, the Severance Benefits previously provided to Employee under Section 8.1 of this Agreement shall reduce the CIC Severance Benefits provided under this Section 8.2:

**8.2.1CIC Severance Payment.** Severance pay in the form of a lump sum payment in an amount equal to twelve (12) months of Employee's final monthly base salary, payable within sixty (60) days following the Separation from Service date and subject to required and voluntarily authorized payroll deductions and federal and state tax withholdings; provided, however, in the event the Change in Control is not a "change in control event" under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the severance payable under this Section 8.2.1 is considered nonqualified deferred compensation within the meaning of Section 409A of the Code, then the severance payable under this Section 8.2.1 shall be paid in installments in accordance with Section 8.1.1 to the extent required to comply with Section 409A of the Code. For such purposes, Employee's final base salary will be calculated prior to giving effect to any reduction in Base Salary that would give rise to Employee's right to resign for Good Reason.

**8.2.2CIC Health Care Continuation Coverage Payments.**

**(i)COBRA Premiums.** If Employee timely elects continued coverage under COBRA, the Company will pay Employee's COBRA premiums to continue Employee's coverage (including coverage for Employee's eligible dependents, if applicable) ("**CIC COBRA Premiums**") through the period starting on the Separation from Service date and ending twelve (12) months after the Separation from Service date (the "**CIC COBRA Premium Period**"); provided, however, that the Company's provision of such CIC COBRA Premium benefits will immediately cease if during the CIC COBRA Premium Period, Employee becomes eligible for group health insurance coverage through a new employer or Employee ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Employee becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the CIC COBRA Premium Period, Employee must immediately notify the Company, in writing, of such event.

**(ii)Special Cash Payments in Lieu of CIC COBRA Premiums.** Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the CIC COBRA Premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), regardless of whether Employee or Employee's dependents elect or are eligible for COBRA coverage, the Company instead shall pay to Employee, on the first day of each calendar month following the Separation from Service date, a fully taxable cash payment equal to the applicable COBRA premiums for that month (including the amount of COBRA premiums for Employee's eligible dependents), subject to applicable federal and state tax withholdings (such amount, the "**Special CIC Cash Payment**"), for the remainder of the CIC COBRA Premium Period. Employee may, but is not obligated to, use such Special CIC Cash Payments toward the cost of COBRA premiums.

**8.2.3 Bonus.** Employee shall also receive an amount equal to the Target Bonus Amount, payable in a lump sum within sixty (60) days following the termination date and subject to required and voluntarily authorized payroll deductions and federal and state tax withholdings; provided, however that, if the period for satisfaction of the Release Requirement (as defined below) begins in one taxable year and ends in another taxable year, payment shall not be made until the beginning of the second taxable year. For purposes of calculating the Target Bonus Amount for purposes of the payment pursuant to this Section 8.2.3, Executive's final base salary will be calculated prior to giving effect to any reduction in base salary that would give rise to Executive's right to resign for Good Reason.

**8.2.4 Equity Acceleration.** Notwithstanding anything to the contrary set forth in the Company's 2014 Equity Incentive Plan, 2018 Inducement Plan or 2024 Equity Incentive Plan, any other equity incentive plans or any award agreement, effective as of Employee's employment Separation from Service date that occurs during the Change in Control Period, the vesting and exercisability of all unvested time-based vesting equity awards then held by Employee shall accelerate such that all shares become immediately vested and exercisable, if applicable, by Employee upon such Separation from Service and shall remain exercisable, if applicable, following Employee's Separation from Service as set forth in the applicable equity award documents and, if applicable, distributable within sixty (60) days following Employee's Separation from Service (or such other date as required to comply with Section 409A of the Code; provided, that the performance conditions applicable to any outstanding and unvested equity awards subject to performance conditions will be deemed satisfied at the target level specified in the terms of the applicable equity award document; provided, further, that any awards that are unvested as of the date of Separation from Service but would vest upon the satisfaction of the Release Requirement, shall remain outstanding and shall not be exercisable or distributable until the satisfaction of the Release Requirement in accordance with Section 9 of this Agreement.

**8.3 Termination for Cause; Resignation Without Good Reason; Death or Disability.** Employee will not be eligible for, or entitled to any severance benefits, including (without limitation) the Severance Benefits and CIC Severance Benefits listed in Sections 8.1 and 8.2 above, if the Company terminates Employee's employment for Cause, Employee resigns Employee's employment without Good Reason, or Employee's employment terminates due to Employee's death or disability.

**9. Conditions to Receipt of Severance Benefits and CIC Severance Benefits.** To be eligible for any of the Severance Benefits or CIC Severance Benefits pursuant to Sections 8.1 and 8.2 above, Employee must satisfy the following release requirement (the "**Release Requirement**"): return to the Company a signed and dated general release of all known and unknown claims in a separation agreement acceptable to the Company (the "**Release**") within the applicable deadline set forth therein, but in no event later than forty-five (45) calendar days following Employee's Separation from Service date, and permit the Release to become effective and irrevocable in accordance with its terms (such effective date of the Release, the "**Release Effective Date**"). No Severance Benefits or CIC Severance Benefits will be paid hereunder prior to the Release Effective Date. Accordingly, if Employee breaches the preceding sentence and/or refuses to sign and deliver to the Company an executed Release or signs and delivers to the Company the Release but exercises Employee's right, if any, under applicable law to revoke the

Release (or any portion thereof), then Employee will not be entitled to any severance, payment or benefit under this Agreement.

**10. Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Employee's right to receive any installment payments under this Agreement (whether Severance Payments, CIC Severance Payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Employee is deemed by the Company at the time of Employee's Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Employee prior to the earliest of (i) the expiration of the six-month and one day period measured from the date of Employee's Separation from Service with the Company, (ii) the date of Employee's death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to Employee, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred. If the Company determines that any Severance Benefits or CIC Severance Benefits provided under this Agreement constitutes "deferred compensation" under Section 409A, for purposes of determining the schedule for payment of the severance benefits, the effective date of the Release will not be deemed to have occurred any earlier than the sixtieth (60th) date following the Separation From Service, regardless of when the Release actually becomes effective. In addition to the above, to the extent required to comply with Section 409A and the applicable regulations and guidance issued thereunder, if the applicable deadline for Employee to execute (and not revoke) the applicable Release spans two calendar years, payment of the applicable Severance Benefit or CIC Severance Benefits shall not commence until the beginning of the second calendar year. To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A, amounts reimbursable to Employee under this Agreement shall be paid to Employee on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Employee) during any one year may not effect amounts reimbursable or provided in any subsequent year. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to any such payment.

## 11. Section 280G; Limitations on Payment.

11.1 If any payment or benefit Employee will or may receive from the Company or otherwise (a “280G Payment”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then any such 280G Payment provided pursuant to this Agreement (a “Payment”) shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Employee’s receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “Reduction Method”) that results in the greatest economic benefit for Employee. 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”).

11.2 Notwithstanding any provision of Section 11.1 to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Employee as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

11.3 Unless Employee and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control transaction, the Company shall appoint a nationally recognized accounting or law firm to make the determinations required by this Section 11. The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Employee and the Company within fifteen (15) calendar days after the date on which Employee’s right to a 280G Payment becomes reasonably likely to occur (if requested at

that time by Employee or the Company) or such other time as requested by Employee or the Company.

**11.4**If Employee receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 11.1 and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Employee agrees to promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 11.1) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) of Section 11.1, Employee shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

## **12. Definitions.**

**12.1 Cause.** For purposes of this Agreement, “Cause” means the occurrence of any one or more of the following: (i) the Employee’s refusal (after written notice and reasonable opportunity to cure) to perform duties properly assigned which are consistent with the scope and nature of the Employee’s position, (ii) the Employee’s commission of an act materially and demonstrably detrimental to the financial condition and/or goodwill of the Company or any of its subsidiaries, which act constitutes gross negligence or willful misconduct in the performance of duties to the Company or any of its subsidiaries, (iii) the Employee’s commission of any theft, fraud, act of dishonesty or breach of trust resulting in or intended to result in material personal gain or enrichment of the Employee at the direct or indirect expense of the Company or any of its subsidiaries, (iv) the Employee’s conviction of, or plea of guilty or nolo contendere to a felony, (v) a material violation of any restrictive covenant with respect to non-competition, non-solicitation, confidentiality or protection of trade secrets (or similar provision regarding intellectual property) by which the Employee is bound under any agreement between the Employee and the Company and its subsidiaries, or (vi) a material and willful violation of the Company’s written policies or of the Employee’s statutory or common law duty of loyalty to the Company or its affiliates that in either case is materially injurious to the Company, monetarily or otherwise. No act or failure to act will be considered “willful” (x) unless it is done, or omitted to be done, by the Covered Employee in bad faith or without reasonable belief that the Employee’s action or omission was in the best interests of the Company or (y) if it is done, or omitted to be done, in reliance on the informed advice of the Company’s outside counsel or independent accountants or at the express direction of the Board. An event described in clauses (i), (ii), (iii), (v) or (vi) of this definition herein shall not be treated as “Cause” until after the Employee has been given written notice of such event, failure, conduct or breach and the Employee fails to cure such event, failure, conduct or breach within 30 calendar days from such written notice; provided, however, that such 30-day cure period shall not be required if the event, failure, conduct or breach is determined by the Company to be incapable of being cured.

**12.2 Change in Control.** For purposes of this Agreement, “Change in Control” shall have the meaning described in the Company’s 2024 Equity Incentive Plan.

**12.3 Change in Control Period.** For purposes of this Agreement, “Change in Control Period” means the time period commencing three (3) months before the effective date of

a Change in Control and ending on the date that is twelve (12) months after the effective date of a Change in Control.

**12.4 Good Reason.** For purposes of this Agreement, “**Good Reason**” shall mean, without the Employee’s prior written consent, any one or more of the following: (i) the Company reduces the amount of the Employee’s base salary or cash bonus opportunity (it being understood that the Company shall have discretion to set the Company’s and the Employee’s personal performance targets to which the cash bonus will be tied), (ii) the Company adversely changes the Employee’s reporting responsibilities, titles or office as in effect as of the date hereof or reduces the Employee’s position, authority, duties, responsibilities or, after a Change in Control, the Employee’s status, in a manner that is materially inconsistent with the positions, authority, duties, responsibilities or, after a Change in Control, status, which the Employee then holds, (iii) any successor to the Company, as described in Section 14.7, does not expressly assume any material obligation of the Company or any of its subsidiaries to the Employee under this Agreement or any other agreement or plan pursuant to which the Employee receives benefits or rights, or (iv) the Company changes the Employee’s place of work to a location more than fifty (50) miles from the Employee’s present place of work, provided, however, that the occurrence of any such condition shall not constitute Good Reason unless (A) the Employee provides written notice to the Company of the existence of such condition not later than 60 days after the Employee knows or reasonably should know of the existence of such condition, (B) the Company shall have failed to remedy such condition within 30 days after receipt of such notice and (C) the Employee resigns due to the existence of such condition within 60 days after the expiration of the remedial period described in clause (B) hereof.

**13. Dispute Resolution/Agreement to Arbitrate Claims.** To ensure the rapid and economical resolution of disputes that may arise in connection with Employee’s employment with the Company, Employee and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, Employee’s employment with the Company, or the termination of Employee’s employment from the Company, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1, et seq. and to the fullest extent permitted by law, by final, binding and confidential arbitration. Except as provided below, the Company and Employee agree that confidential arbitration is the exclusive, final and binding method for resolving all such claims.

**13.1 Claims Covered By this Agreement.** Disputes that are subject to arbitration under this Agreement include, but are not limited to, claims for wages or other compensation due, including claims for overtime; meal or rest break claims; claims for breach of any contract or covenant (express or implied); tort claims, including, but not limited to claims for defamation, intentional infliction of emotional distress, invasion of privacy, and all negligence-based claims; personal injury claims; claims for discrimination, harassment and/or retaliation in employment including, but no limited to claims under the California Fair Employment and Housing Act, the California Labor Code, claims arising under Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, the California Family Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Worker Benefit

Protection Act, the Sarbanes-Oxley Act, all as they may have been amended from time to time, claims for misclassification, and claims for violation of common law or any other federal, state, or local laws relating to employment or separation from employment or benefits associated with employment or separation for employment.

**13.2 Claims Not Covered By this Agreement.** Claims for workers' compensation, unemployment insurance, claims for injunctive relief, and claims under California Private Attorneys General Act of 2004, as amended, are not covered by this Agreement. Nothing in this Agreement is intended to prevent Employee from filing an administrative claim with the Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing. Moreover, both Employee and the Company may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and/or enforce and arbitration award.

**13.3 Arbitration Rules and Procedures.** The arbitration is to be conducted in or near the city in which Employee is or was last employed by the Company by JAMS, Inc. ("JAMS") or its successors before a mutually selected single neutral arbitrator, under JAMS' then applicable rules and procedures for employment disputes (which will be provided to Employee upon request); provided that the arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written arbitration decision including the arbitrator's essential findings and conclusions on which the award was based and a statement of the award. Employee and the Company shall be entitled to all rights and remedies that either would be entitled to pursue in a court of law. Questions of whether a claim is subject to arbitration under this Agreement shall be decided by the arbitrator. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. To the maximum extent permitted by applicable law, all claims, disputes, or causes of action under this section, whether by Employee or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The Arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. **BOTH EMPLOYEE AND THE COMPANY ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION PROCEDURE, THEY WAIVE THE RIGHT TO RESOLVE ANY SUCH DISPUTE THROUGH A TRIAL BY JURY OR JUDGE OR ADMINISTRATIVE PROCEEDING.** The Company shall pay all filing fees in excess of those which would be required if the dispute were decided in a court of law (that is, costs that are unique to arbitration) and shall pay the arbitrator's fee. Employee and the Company will pay for their own costs that are not unique to arbitration, including their own attorneys' fees and costs such as, without limitation, costs to subpoena witnesses and/or documents, take depositions and purchase transcripts of hearings or deposition, to copy, facsimile or messenger documents, etc. Any dispute as to whether a cost is unique to arbitration will be exclusively resolved by the arbitrator. Both Employee and the Company have the right to be represented by legal counsel at any arbitration proceeding. The arbitration proceedings will be confidential to the extent permitted by law. Employee and the Company will maintain all information and documents exchanged in connection with and in the course of the arbitration as confidential, except to the extent the disclosure of such

information or documentation is necessary to enforce any award or challenge any award as permitted by the applicable law.

**13.4 No Change in At-Will Employment.** This agreement to arbitrate claims is not a contract of employment, expressed or implied, and Employee and the Company acknowledge that Employee's employment with the Company is at-will and that this agreement does not change the "at-will" status of Employee's employment. BOTH EMPLOYEE AND THE COMPANY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF SECTION 13, AGREEMENT TO ARBITRATE CLAIMS, AND AGREE TO BE BOUND BY ITS TERMS.

#### **14. General Provisions.**

**14.1 Notices.** Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by email upon confirmation of receipt) or the next day after sending by overnight carrier, to the Company at its primary office location and to Employee at the address as listed on the Company payroll.

**14.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the Company and Employee.

**14.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**14.4 Complete Agreement.** This Agreement, together with the Proprietary Agreement and the Prior Equity Documents (each of which are separate agreements that are governed by their own terms and conditions), constitutes the entire agreement between Employee and the Company with regard to the subject matter hereof and is the complete, final, and exclusive embodiment of the Company's and Employee's agreement with regard to this subject matter. This Agreement is entered into without reliance on any agreement, promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such agreement, promises, warranties or representations (including but not limited to the Prior Agreement). It cannot be modified or amended except in a writing signed by a duly authorized officer of the Company, with the exception of those changes expressly reserved to the Company's discretion in this Agreement.

**14.5 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but both of which taken together will constitute one and the same Agreement.



**14.6Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**14.7Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Employee and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Employee may not assign any of Employee's duties hereunder and Employee may not assign any of Employee's rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**14.8Tax Withholding.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Employee acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Employee has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to this Agreement.

**14.9Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

**14.10Clawbacks.** The payments to Employee pursuant to this Agreement are subject to forfeiture or recovery by the Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy or provision that the Company has included in any of its existing compensation programs or plans or that it has or may in the future adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

**14.11Company Policies.** Employee shall be subject to additional Company policies as they may exist from time-to-time, including policies with regard to stock ownership by senior executives and policies regarding trading of securities.

In Witness Whereof, the Company and Employee have executed this Agreement to become effective as of the Effective Date written above.

**Atara Biotherapeutics, Inc.**

By: /s/ William K. Heiden  
William K. Heiden  
Authorized Board Member

**Employee**

/s/ AnhCo "Cokey" Thieu Nguyen  
AnhCo "Cokey" Thieu Nguyen



**Atara Biotherapeutics Announces Second Quarter 2024 Financial Results, Operational Progress and Leadership Update**

*Tab-cel<sup>®</sup> U.S. BLA Accepted Under Priority Review With PDUFA Action Date of January 15, 2025*

*ATA3219 Lupus Nephritis and Severe Systemic Lupus Erythematosus Study Initiation Expected Q4 2024; Initial Clinical Data Expected Mid-2025*

*Enrolling ATA3219 Non-Hodgkin's Lymphoma Study; Initial Clinical Data Expected Q1 2025*

*Effective September 9, 2024, Pascal Touchon To Assume Role of Chairman of the Board of Directors of Atara; Cokey Nguyen, Ph.D., Currently Chief Scientific and Technical Officer, To Be Appointed President and CEO*

*Cash Runway Into 2027 Enables Key Pipeline Readouts*

THOUSAND OAKS, Calif.—August 12, 2024—Atara Biotherapeutics, Inc. (Nasdaq: ATRA), a leader in T-cell immunotherapy, leveraging its novel allogeneic Epstein-Barr virus (EBV) T-cell platform to develop transformative therapies for patients with cancer and autoimmune diseases, today reported financial results for the second quarter 2024, recent business highlights, and key upcoming milestones for 2024.

“Building on the recent BLA acceptance with Priority Review for tab-cel, we are making significant progress with the agency towards the target action date of January 15, 2025, while supporting our partner Pierre Fabre with their U.S. launch preparation,” said Pascal Touchon, President and Chief Executive Officer of Atara. “During the quarter we continued to advance the clinical development of our lead CAR T program, ATA3219, and remain on track to deliver key value creating milestones within the next 12 months. This is highlighted by initial data from our non-Hodgkin’s lymphoma study anticipated in the first quarter of 2025, which we believe will provide a read-through for ATA3219’s potential in autoimmune disease. On that front, we plan to initiate our ATA3219 Systemic Lupus Erythematosus trial in the fourth quarter, including the cohort without lymphodepletion, with initial data expected in mid-2025.”

Dr. Touchon continued, “Following the landmark milestone of the world’s first-ever approval of an allogeneic T-cell therapy and with the potential first U.S. approval approaching, we are advancing our differentiated allogeneic CAR-T programs into the clinic. With the Company in a strong position, I have decided to move into the role of Chairman for personal reasons to dedicate more time to my family. I look forward to having a very active and strategic advisory role as board chair and continuing to help Atara create value with the potential tab-cel U.S. approval and initial clinical data with ATA3219. I believe the future of Atara is bright under the leadership of Cokey Nguyen, Ph.D. who will be promoted to the role of President and CEO. Cokey is a visionary leader in the cell therapy field, and our Board of Directors values his deep commitment to our staff and to patients as well as his expertise across the breadth of our business.”

“I admire the strong foundation we built under Pascal’s leadership. I am honored to serve as Atara’s CEO at this pivotal time to continue our journey to get tab-cel approved in the U.S. and to unlock the disruptive potential of our allogeneic CAR-T platform,” said Cokey Nguyen, Ph.D. “I look forward to working alongside our world-class and innovative teams to rapidly innovate and strive to develop better cell therapy treatment options for patients.”

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***Tabelecleucel (tab-cel<sup>®</sup> or Ebvallo<sup>™</sup>) for Post-Transplant Lymphoproliferative Disease (PTLD)***

- U.S. Food and Drug Administration (FDA) accepted the filing of Atara's Biologics License Application (BLA) for tabelecleucel (tab-cel<sup>®</sup>) indicated as monotherapy for treatment of adult and pediatric patients two years of age and older with Epstein-Barr virus positive post-transplant lymphoproliferative disease (EBV+ PTLD) who have received at least one prior therapy. For solid organ transplant patients, prior therapy includes chemotherapy unless chemotherapy is inappropriate
- The BLA has been granted Priority Review with a Prescription Drug User Fee Act (PDUFA) target action date of January 15, 2025
- The data package for the filing includes pivotal and supportive data covering more than 430 patients treated with tab-cel across multiple life-threatening diseases
- The BLA submission is supported by the latest pivotal ALLELE study data-cut that demonstrated a statistically significant 48.8% Objective Response Rate (ORR) ( $p < 0.0001$ ) and favorable safety profile consistent with previous analyses
- Atara received a \$20 million milestone payment from Pierre Fabre Laboratories in August 2024, following the acceptance of the tab-cel BLA, with the potential to receive a \$60 million milestone payment from Pierre Fabre contingent upon FDA approval of the tab-cel BLA

***ATA3219: CD19 Program in Lupus Nephritis (LN)***

- Atara expects to initiate a Phase 1 study of ATA3219 as a monotherapy for the treatment of systemic lupus erythematosus (SLE) with kidney involvement (lupus nephritis [LN]) in Q4 2024 with initial clinical data anticipated in mid-2025
  - The Phase 1 open-label, dose-escalation study is designed to evaluate safety, preliminary efficacy, pharmacokinetics, and biomarkers of a single dose of ATA3219 administered to LN subjects refractory to one or more lines of treatment. Subjects will receive lymphodepletion treatment followed by ATA3219 at a dose of 40, 80, or 160 x 10<sup>6</sup> CAR+ T cells. Each dose level is designed to enroll 3-6 subjects
- Atara is positioned to potentially expand ATA3219 Phase 1 study into additional autoimmune indications via the same Investigational New Drug (IND) application previously cleared for the LN study
- Preclinical data supporting the potential of ATA3219 in SLE was presented in poster presentation at the International Society for Cell & Gene Therapy meeting. The data demonstrated that ATA3219 CAR T cells led to complete CD19-specific B-cell depletion against SLE or multiple sclerosis patient peripheral blood mononuclear cells
- Additional preclinical data presented in the poster showed that ATA3219 CAR T cells, which incorporate the next-generation 1XX costimulatory domain, released lower levels of pro-inflammatory cytokines while maintaining cytotoxic function and potency in response to stimulation with CD19+ target cells when compared to autologous CAR T controls. Mitigating inflammatory cytokine release that is typically seen with standard CD19 CAR T signaling may lead to reduced toxicity and better tolerability if confirmed in clinical trials

***ATA3219: CD19 Program in Severe Systemic Lupus Erythematosus (SLE) Without Lymphodepletion***

- Atara plans to expand the Phase 1 LN study of ATA3219 and add a new cohort in severe SLE without lymphodepletion (LD) in Q4 2024 with initial clinical data anticipated in mid-2025
    - Eligible subjects with severe SLE will receive ATA3219 at a dose of 40, 80, or 240 x 10<sup>6</sup> CAR+ T cells
  - The elimination of LD is designed to further simplify the treatment regimen and to potentially provide a differentiated safety profile to patients without comprising efficacy which may improve patient access
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- There is compelling clinical and scientific rationale supporting the potential to eliminate the need for LD based on the EBV T-cell backbone and unique features of ATA3219, including: 1) low alloreactivity risk and favorable safety in over 600 patients treated without LD, due to T-cell receptor EBV specificity and partial human leukocyte antigen matching; 2) expansion and persistence data without LD correlating to efficacy in patients treated with tab-cel; and 3) the inclusion of clinically validated features into ATA3219 such as the 1XX costimulatory domain and memory phenotype that increase potency and persistence

**ATA3219: CD19 Program in Non-Hodgkin's Lymphoma (NHL)**

- Atara continues opening sites and initiating enrollment of a multi-center, Phase 1 open-label, dose-escalation clinical trial of ATA3219 in NHL, including large B-cell lymphomas, follicular lymphoma, and mantle cell lymphoma, with initial clinical data anticipated in Q1 2025
- Study designed to evaluate safety, preliminary efficacy, pharmacokinetics, and biomarkers. Subjects will receive LD treatment followed by ATA3219 at a dose of 40, 80, 240, or 480 x 10<sup>6</sup> CAR+ T cells. Each dose level is designed to enroll 3-6 patients
- Previously presented preclinical data demonstrated superior *in vivo* persistence and CD19-specific anti-tumor efficacy compared to an autologous CD19 CAR T benchmark with no observed toxicity or alloreactivity

**ATA3431: CD19/CD20 Program for B-Cell Malignancies**

- Preclinical data presented at ASH 2023 demonstrated early evidence of potent antitumor activity, long-term persistence, and superior tumor growth inhibition compared to an autologous CD19/CD20 CAR T benchmark
- Dual CD19 and CD20 targeting designed to address CD19 escape and tumor variability and may provide additional efficacy in lymphoma
- Atara is progressing toward an IND submission in H2 2025

**Leadership Updates**

- Effective September 9, 2024:
  - Cokey Nguyen, Ph.D., the Company's current Chief Scientific and Technical Officer, will be promoted to the role of President and CEO and Pascal Touchon, the Company's current President and CEO, will transition to the role of Chairman of the Board of Directors
  - Cokey Nguyen, Ph.D., will be appointed to the Company's Board of Directors
  - Carol Gallagher, Pharm.D., current Chair of the Board, will transition to become Independent Lead Director

**Second Quarter 2024 Financial Results**

- Cash, cash equivalents and short-term investments as of June 30, 2024 totaled \$35.3 million, as compared to \$46.2 million as of March 31, 2024
  - Q2 2024 accounts receivable totaled \$2.4 million; however, this amount does not include the \$20 million milestone payment owed by Pierre Fabre related to the tab-cel BLA acceptance, which was received in August 2024
  - On August 9, 2024, Pierre Fabre and Atara entered into an agreement for Pierre Fabre to purchase certain existing tab-cel intermediate inventory from Atara for \$15.5 million, which is expected to be received from Pierre Fabre in September 2024
  - Together, cash, cash equivalents, short-term investments, accounts receivable as of June 30, 2024, the \$20 million tab-cel BLA acceptance milestone payment, and the \$15.5 million tab-cel intermediate inventory purchase amount total \$73.2 million
  - Net cash used in operating activities was \$10.6 million for the second quarter 2024, as compared to \$52.8 million in the same period in 2023
    - Q2 2024 net cash used in operating activities included a \$20 million cash payment received from Pierre Fabre for a milestone payment achieved in March 2024, whereas Q2 2023 had no such cash receipts
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- Total revenues were \$28.6 million for the second quarter 2024, as compared to \$1.0 million for the same period in 2023. Total revenues increased by \$27.6 million year over year, primarily due to revenue recognized as a result of additional obligations for the expanded partnership with Pierre Fabre and accelerated recognition of existing deferred revenue due to the planned transition of substantially all activities relating to tab-cel at the time of BLA approval and transfer to Pierre Fabre
- Total costs and operating expenses include non-cash stock-based compensation, depreciation and amortization expenses of \$7.7 million for the second quarter 2024, as compared to \$13.8 million for the same period in 2023
- Research and development expenses were \$33.3 million for the second quarter 2024, as compared to \$56.1 million for the same period in 2023
  - Research and development expenses include \$3.3 million of non-cash stock-based compensation expenses for the second quarter 2024, as compared to \$7.2 million for the same period in 2023
- General and administrative expenses were \$8.9 million for the second quarter 2024, as compared to \$13.3 million for the same period in 2023
  - General and administrative expenses include \$3.0 million of non-cash stock-based compensation expenses for the second quarter 2024, as compared to \$5.4 million for the same period in 2023
- Atara reported net losses of \$19.0 million, or \$3.10 per share, for the second quarter 2024, as compared to \$71.1 million, or \$16.91 per share, for the same period in 2023

#### **2024 Outlook and Cash Runway**

- Atara expects full year 2024 operating expenses to decrease by approximately 35% from 2023
- The large majority of the year-over-year operating expense reduction began in Q2 2024 and is expected to continue for the remainder of the year
- Atara expects that cash, cash equivalents, short-term investments, and accounts receivable as of June 30, 2024, plus the items noted below, in total will enable funding of planned operations into 2027:
  - \$20 million milestone payment for the acceptance of the tab-cel BLA received from Pierre Fabre in August 2024 and \$60 million contingent upon the approval of the tab-cel BLA;
  - \$15.5 million purchase by Pierre Fabre of tab-cel intermediate inventory to be received in September 2024 and additional anticipated purchases of tab-cel inventory through the manufacturing transfer date by Pierre Fabre
  - anticipated reimbursement for tab-cel global development costs through the BLA transfer by Pierre Fabre;
  - operating efficiencies resulting from completed workforce reductions;
  - the planned transition of substantially all activities relating to tab-cel at the time of the BLA transfer to Pierre Fabre potentially as early as Q1 2025, which will further reduce quarterly operating expenses; and
  - anticipated royalties from sales of tab-cel by Pierre Fabre in the U.S. post BLA approval

#### **About ATA3219**

ATA3219 combines the natural biology of unedited T cells with the benefits of an allogeneic therapy. It consists of allogeneic Epstein-Barr virus (EBV)-sensitized T cells that express a CD19 CAR construct for the treatment of CD19+ relapsed or refractory B-cell malignancies, including B-cell non-Hodgkin's lymphoma and B-cell mediated autoimmune diseases including systemic lupus erythematosus. ATA3219 has been optimized to offer a potential best-in-class profile, featuring off-the-shelf availability. It incorporates multiple clinically validated technologies including a modified CD3ζ signaling domain (1XX) that optimizes expansion and mitigates exhaustion, enrichment during manufacturing for a less differentiated phenotype for robust expansion and persistence and retains the endogenous T-cell receptor without gene editing as a key survival signal for T cells contributing to persistence.

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**About ATA3431**

ATA3431 is an allogeneic, bispecific CAR directed against CD20 and CD19, built on Atara's EBV T-cell platform. The design consists of a tandem CD20-CD19 design, with binders oriented to optimize potency. Dual targets address the limitations of single antigen loss and tumor variability. ATA3431 features a novel 1XX costimulatory domain, memory phenotype, and retained, unedited T-cell receptor. Preclinical data have demonstrated early evidence of antitumor activity, long-term persistence, and superior tumor growth inhibition compared to an autologous CD19/CD20 CAR T benchmark.

**Next-Generation Allogeneic CAR T Approach**

Atara is focused on applying Epstein-Barr virus (EBV) T-cell biology, featuring experience in over 600 patients treated with allogeneic EBV T cells, and novel chimeric antigen receptor (CAR) technologies to meet the current limitations of autologous and allogeneic CAR therapies head-on by advancing a potential best-in-class CAR T pipeline in oncology and autoimmune disease. Unlike gene-edited approaches aimed at inactivating T-cell receptor (TCR) function to reduce the risk for graft-vs-host disease, Atara's allogeneic platform maintains expression of the native EBV TCR that promote in vivo functional persistence while also demonstrating inherently low alloreactivity due to their recognition of defined viral antigens and partial human leukocyte antigen (HLA) matching. A molecular toolkit of clinically-validated technologies—including the 1XX costimulatory domain designed for better cell fitness and less exhaustion while maintaining stemness—offers a differentiated approach to addressing significant unmet need with the next generation CAR T.

**About Atara Biotherapeutics, Inc.**

Atara is harnessing the natural power of the immune system to develop off-the-shelf cell therapies for difficult-to-treat cancers and autoimmune conditions that can be rapidly delivered to patients from inventory. With cutting-edge science and differentiated approach, Atara is the first company in the world to receive regulatory approval of an allogeneic T-cell immunotherapy. Our advanced and versatile T-cell platform does not require T-cell receptor or HLA gene editing and forms the basis of a diverse portfolio of investigational therapies that target EBV, the root cause of certain diseases, in addition to next-generation AlloCAR-Ts designed for best-in-class opportunities across a broad range of hematological malignancies and B-cell driven autoimmune diseases. Atara is headquartered in Southern California. For more information, visit [atarabio.com](http://atarabio.com) and follow @Atarabio on X and LinkedIn.

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**Forward-Looking Statements**

This press release contains or may imply "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. For example, forward-looking statements include statements regarding: (1) the development, timing and progress of tab-cel<sup>®</sup>, including the BLA and potential indications, the potential characteristics and benefits of tab-cel<sup>®</sup>, and the progress and results of, and prospects for, the global partnership with Pierre Fabre Laboratories involving tab-cel<sup>®</sup>, and the potential financial benefits to Atara as a result of the global partnership with Pierre Fabre Laboratories, including the receipt, timing and amount of any payments to be received by Atara thereunder; (2) the development, timing and progress of Atara's AlloCAR-T programs (including ATA3219 and ATA3431), including the timing of the start of any clinical trials, the timing of the availability of data from such clinical trials, the timing of submissions of regulatory applications, and the potential benefits, characteristics, safety and efficacy of such product candidates or product candidates emerging from such programs; (3) Atara's cash runway, the timing and receipt of potential milestone and other payments, and operating expenses, including Atara's ability to fund its planned operations into 2027; and (4) Atara's planned transition of substantially all activities relating to tab-cel at the time of the BLA transfer to Pierre Fabre and the timing thereof. Because such statements deal with future events and are based on Atara's current expectations, they are subject to various risks and uncertainties and actual results, performance or achievements of Atara could differ materially from those described in or implied by the statements in this press release. These forward-looking statements are subject to risks and uncertainties, including, without limitation, risks and uncertainties associated with the costly and time-consuming pharmaceutical product development process and the uncertainty of clinical success; the COVID-19 pandemic and the wars in Ukraine and the Middle East, which may significantly impact (i) our business, research, clinical development plans and operations, including our operations in Southern California and Denver and at our clinical trial sites, as well as the business or operations of our third-party manufacturer, contract research organizations or other third parties with whom we conduct business, (ii) our ability to access capital, and (iii) the value of our common stock; the sufficiency of Atara's cash resources and need for additional capital; and other risks and uncertainties affecting Atara's and its development programs, including those discussed in Atara's filings with the Securities and Exchange Commission, including in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of the Company's most recently filed periodic reports on Form 10-K and Form 10-Q and subsequent filings and in the documents incorporated by reference therein. Except as otherwise required by law, Atara disclaims any intention or obligation to update or revise any forward-looking statements, which speak only as of the date hereof, whether as a result of new information, future events or circumstances or otherwise.

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## Financials

**ATARA BIOTHERAPEUTICS, INC.**  
**Condensed Consolidated Balance Sheets**  
(Unaudited)  
(In thousands)

	June 30, 2024	December 31, 2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 31,314	\$ 25,841
Short-term investments	3,978	25,884
Restricted cash	146	146
Accounts receivable	2,422	34,108
Inventories	18,749	9,706
Other current assets	5,801	6,184
Total current assets	62,410	101,869
Property and equipment, net	2,317	3,856
Operating lease assets	48,948	54,935
Other assets	3,609	4,844
Total assets	<u>\$ 117,284</u>	<u>\$ 165,504</u>
<b>Liabilities and stockholders' equity (deficit)</b>		
Current liabilities:		
Accounts payable	\$ 5,253	\$ 3,684
Accrued compensation	7,269	11,519
Accrued research and development expenses	2,014	17,364
Deferred revenue	107,582	77,833
Other current liabilities	26,149	31,826
Total current liabilities	148,267	142,226
Deferred revenue - long-term	567	37,562
Operating lease liabilities - long-term	38,703	45,693
Liability related to the sale of future revenues - long-term	36,448	34,623
Other long-term liabilities	4,167	4,631
Total liabilities	\$ 228,152	\$ 264,735
Stockholders' (deficit) equity:		
Common stock	—	—
Additional paid-in capital	1,909,097	1,870,123
Accumulated other comprehensive loss	(14)	(204)
Accumulated deficit	(2,019,951)	(1,969,150)
Total stockholders' (deficit) equity	(110,868)	(99,231)
Total liabilities and stockholders' (deficit) equity	<u>\$ 117,284</u>	<u>\$ 165,504</u>

**ATARA BIOTHERAPEUTICS, INC.**  
**Condensed Consolidated Statements of Operations and Comprehensive Loss**  
**(Unaudited)**  
**(In thousands, except per share amounts)**

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Commercialization revenue	\$ 28,640	\$ 793	\$ 55,997	\$ 1,677
License and collaboration revenue	—	164	—	506
Total revenue	28,640	957	55,997	2,183
Costs and operating expenses:				
Cost of commercialization revenue	4,627	2,895	6,612	3,111
Research and development expenses	33,332	56,141	78,838	118,297
General and administrative expenses	8,912	13,335	20,025	27,207
Total costs and operating expenses	46,871	72,371	105,475	148,615
Loss from operations	(18,231)	(71,414)	(49,478)	(146,432)
Interest and other income (expense), net	(818)	307	(1,299)	576
Loss before provision for income taxes	(19,049)	(71,107)	(50,777)	(145,856)
Provision for income taxes	—	1	24	23
Net loss	\$ (19,049)	\$ (71,108)	\$ (50,801)	\$ (145,879)
Other comprehensive gain (loss):				
Unrealized gain (loss) on available-for-sale securities	41	304	190	1,134
Comprehensive loss	<u>\$ (19,008)</u>	<u>\$ (70,804)</u>	<u>\$ (50,611)</u>	<u>\$ (144,745)</u>
Basic and diluted net loss per common share	<u>\$ (3.10)</u>	<u>\$ (16.91)</u>	<u>\$ (8.64)</u>	<u>\$ (34.89)</u>
Basic and diluted weighted-average shares outstanding	6,143	4,204	5,883	4,181

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