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

# **CURRENT REPORT**

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

Date of Report (Date of earliest event reported): June 7, 2021

# KINNATE BIOPHARMA INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-39743 (Commission File Number)	82-4566526 (IRS Employer Identification No.)
3611 Valley Centre Drive, Suite 175 San Diego, California (Address of Principal Executive Offices	s)	92130 (Zip Code)
Registrant's Teleph	one Number, Including Area Code	: (858) 299-4699
•	ff Drive, Suite 200, San Diego, Calif Former Address, if Changed Since	
Check the appropriate box below if the Form 8-Form		satisfy the filing obligation of the
☐ Written communications pursuant to Rule 425 unde	er 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 Re	ule 14d-2(b) under the Exchange Act (17 CF	'R 240.14d-2(b))
☐ Pre-commencement communications pursuant to R	ule 13e-4(c) under the Exchange Act (17 CF	R 240.13e-4(c))
Securities registered pursuant to Section 12(b) of	f the Act:	
Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	KNTE	The Nasdaq Global Select Market
Indicate by check mark whether the registrant is of 1933 (§ 230.405 of this chapter) or Rule 12b-2		
Emerging growth company $oxtimes$		
If an emerging growth company, indicate by cheefor complying with any new or revised financial □		

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

Effective as of June 7, 2021, the Board of Directors (the "Board") of Kinnate Biopharma Inc. (the "Company") appointed Neha Krishnamohan as the Company's Chief Financial Officer and Executive Vice President, Corporate Development. Ms. Krishnamohan's employment with the Company commenced on June 7, 2021. Ms. Krishnamohan will also serve as the principal financial and accounting officer of the Company as such term is used for purposes of the rules and regulations of the Securities and Exchange Commission (the "SEC"). Effective upon Ms. Krishnamohan's appointment as the principal financial officer, Mark Meltz, the Company's Chief Operating Officer and General Counsel, will cease serving as the principal financial and accounting officer, but will continue in his current role as the Company's Chief Operating Officer and General Counsel.

Prior to her employment with the Company, Ms. Krishnamohan, was with Goldman Sachs from July 2008 to May 2021, where she served most recently as Vice President, Healthcare Investment Banking from January 2015 to May 2021 and was an Associate in the Healthcare Investment Banking Group from August 2011 to December 2014. Ms. Krishnamohan graduated with a Bachelor of Science in Engineering in Biomedical Engineering and Economics from Duke University.

In connection with Ms. Krishnamohan's appointment, the Company and Ms. Krishnamohan entered into an employment letter agreement (the "Employment Letter"). Under the terms of the Employment Letter, Ms. Krishnamohan's annual base salary will be \$420,000, and she will be eligible for an annual target cash incentive payment equal to 40% of her annual base salary. The Employment Letter also provides for an option to purchase 270,000 shares of the Company's common stock under the Company's 2020 Equity Incentive Plan. She will also be entitled to be paid a one-time sign-on bonus of \$50,000, which bonus is subject to forfeiture in its entirety if Ms. Krishnamohan voluntarily terminates her employment with the Company prior to June 7, 2022. Ms. Krishnamohan will also be entitled to receive other employee benefits generally available to all employees of the Company. The foregoing description of the Employment Letter does not purport to be complete and is qualified in its entirety by reference to the Employment Letter, a copy of which has been filed as Exhibit 10.1 to this Current Report on Form 8-K.

The Company and Ms. Krishnamohan entered into a change of control and severance agreement (on the Company's standard form) effective as of June 7, 2021, which provides Ms. Krishnamohan with certain severance and vesting acceleration benefits in the event her employment is terminated by the Company without cause (excluding by reason of death or disability) or by Ms. Krishnamohan for good reason. The foregoing description of the change of control and severance agreement does not purport to be complete and is qualified in its entirety by reference to Ms. Krishnamohan's change of control and severance agreement, a copy of which has been filed as Exhibit 10.2 to this Current Report on Form 8-K. The Company also entered into its standard form of indemnification agreement with Ms. Krishnamohan, a copy of which was filed as Exhibit 10.1 to the Company's Registration Statement on Form S-1 (File No. 333-250086) filed with the SEC on November 13, 2020 and is incorporated herein by reference.

Ms. Krishnamohan does not have any family relationships with any directors or officers of the Company. Ms. Krishnamohan is not a party to any transaction, or series of transactions, required to be disclosed pursuant to Item 404(a) of Regulation S-K.

#### **Item 8.01 Other Events**

On June 7, 2021, the Company issued a press release announcing the appointment of Ms. Krishnamohan as Chief Financial Officer. The full text of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

#### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description

<u>10.1</u> Employment Letter between the Company and Neha Krishnamohan

10.2 Change in Control and Severance Agreement between the Company and Neha Krishnamohan

99.1 Press Release dated June 7, 2021

# **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 thereunto duly authorized.

KINNATE BIOPHARMA INC.

Date: June 7, 2021

By: /s/ Nima Farzan

Nima Farzan

**Chief Executive Officer and President** 



12707 High Bluff Drive, Suite 200 • San Diego, CA 92130 O: 858.299.4699

April 15, 2021

Via Email

Neha Krishnamohan [home address and email address redacted]

Re: Employment Letter

Dear Neha:

On behalf of Kinnate Biopharma Inc. (the "<u>Company</u>" or "<u>we</u>"), I am pleased to offer you employment on the terms and conditions set forth in this employment letter agreement (the "<u>Agreement</u>"), effective as of the date on which you commence employment with the Company (the "<u>Effective Date</u>").

- 1. <u>Title; Position</u>. You will serve as the Company's Chief Financial Officer and Executive Vice President, Corporate Development. You will report to the Company's Chief Executive Officer and will perform the duties and responsibilities customary for such position and such other related duties as are reasonably assigned by the Company's Chief Executive Officer. While you render services to the Company, you will not engage in any other employment, occupation, or consulting activity for any direct or indirect remuneration or otherwise without the prior written approval of the Company's Board of Directors (the "Board"). You may engage in charitable and community activities as well as own, as a passive investment, less than two percent (2%) of the capital stock of any corporation listed on the national securities exchange or publicly traded in the over-the-counter market, as long as such activities do not interfere with the performance of your duties under this Agreement. By signing this Agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
- 2. <u>Location</u>. You will primarily perform your duties at the Company's San Diego site but will be expected to maintain a substantial presence at the Company's San Francisco site as required to fulfill your responsibilities (with the exception of the period during which any shelter-in-place order, quarantine order, or similar work-from-home requirement affecting your ability to work at the Company's San Francisco site remains in effect), subject to customary travel as reasonably required by the Company and necessary to perform your job duties.
- 3. <u>Base Salary</u>. As of the Effective Date, your annual base salary will be \$420,000.00 (the "<u>Salary</u>"), which will be payable, less any applicable withholdings, in accordance with the Company's normal payroll practices. The Salary will be subject to review and adjustment from time to time by the Board or its Compensation Committee (the "<u>Committee</u>"), as applicable, in its sole discretion.
- 4. <u>Annual Bonus</u>. For each fiscal year of the Company, you will have the opportunity to earn a target annual cash bonus equal to **forty percent (40%)** of your annual base salary earned during the fiscal year, based on achieving performance objectives established by the Board or the Committee, as applicable, in its sole discretion and payable upon achievement of those objectives as determined by the Committee. Unless determined otherwise by the Board or Committee, as applicable, (i) any such bonus will be subject to your continued employment through and until the date of payment and (ii) any bonus for the fiscal year in which you commence employment with the Company will be prorated based on the period during such fiscal year that you are employed with the Company. Any such bonus amounts paid will be subject to any applicable withholdings. Your annual bonus opportunity and the applicable terms and conditions may be adjusted from time to time by our Board or the Committee, as applicable, in its sole discretion.
- 5. <u>Equity Awards</u>. Subject to the approval of the Board, you will be granted an option to purchase **270,000** shares of Company common stock at a price per share equal to the fair market value per share of Company common stock on the date of grant, as determined by the Board. It is intended that such option will, to the extent it so qualifies, be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder. Such option will vest 25% on the one-year anniversary of your vesting commencement date and thereafter in equal monthly installments over the next 36 months so that such option is fully vested on the four-year anniversary of your vesting commencement date, with the foregoing vesting events subject to your continuous status as a service provider of the Company. You will be eligible to receive additional awards of stock options or other equity awards pursuant to any plans or arrangements the Company may have in effect from time to time. The Board or Committee, as applicable, will determine in its sole discretion whether you will be granted any such equity awards and the terms of any such award in accordance with the terms of any applicable plan or arrangement that may be in effect from time to time.

- 6. <u>Sign-On Bonus</u>. You will be paid a one-time sign-on bonus amount of **\$50,000.00** (paid out, less applicable withholdings, within thirty (30) days after your first day of employment, provided that you are employed with the Company on such date), with the expectation that you will remain employed with the Company for one (1) year from your start date. This sign-on bonus will not be earned until the one-year anniversary of your commencement of employment with the Company. If you choose to voluntarily leave the Company before the one-year period expires, you will be obligated and agree to pay back to the Company the entire sign-on bonus within ten (10) days following your last day of employment.
- 7. <u>Employee Benefits; Company Policies</u>. You will be eligible to participate in the benefit plans and programs established by the Company for its employees from time to time, subject to their applicable terms and conditions, including without limitation any eligibility requirements. The Company will reimburse you for reasonable travel or other expenses incurred by you in the furtherance of or in connection with the performance of your duties under this Agreement, pursuant to the terms of the Company's expense reimbursement policy as may be in effect from time to time. The Company reserves the right to modify, amend, suspend or terminate the benefit plans, programs, and arrangements it offers to its employees at any time. You will abide by the Company's insider trading policy, code of conduct and any other policies and programs adopted by the Company regulating the behavior of its employees, as such policies and programs may be amended from time to time.
- 8. <u>Severance</u>. You will be eligible to enter into a Change in Control and Severance Agreement (the "<u>Severance Agreement</u>") applicable to you based on your position within the Company. Any Severance Agreement will become effective as of the Effective Date. The Severance Agreement will specify the severance payments and benefits you may become entitled to receive in connection with a change in control of the Company as well as certain qualifying terminations of your employment with the Company.
- 9. <u>Confidentiality Agreement.</u> As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you agree to execute and deliver, on or before the Effective Date, the Company's At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the "Confidentiality Agreement"), which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. As provided in the Confidentiality Agreement, in the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree, to the extent not prohibited by applicable law, (i) any and all disputes between you and the Company will be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes will be resolved by a neutral arbitrator who will issue a written opinion, (iv) the arbitration will provide for adequate discovery and (v) the Company will pay all the arbitration fees, except an amount equal to the filing fees you would have paid had you filed a complaint in a court of law.
- 10. <u>At-Will Employment</u>. This Agreement does not imply any right to your continued employment for any period with the Company or any parent, subsidiary, or affiliate of the Company. Your employment with the Company will be at-will, as defined under applicable law. This Agreement and any provisions under it will not interfere with or limit in any way your or the Company's right to terminate your employment relationship with the Company at any time, with or without cause, to the extent permitted by applicable laws. You should note that the Company may modify your position, duties, goals, reporting relationship, work location, compensation and benefits from time to time as it deems necessary or advisable, subject to any rights you have under the Severance Agreement or otherwise.
- 11. Protected Activity Not Prohibited. The Company and you acknowledge and agree that nothing in this Agreement limits or prohibits you from filing and/or pursuing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board, including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. In addition, nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, nor to deny employees the right to disclose information pertaining to sexual harassment or any unlawful or potentially unlawful conduct, as protected by applicable law. You further understand that you are not permitted to disclose the Company's attorney-client privileged communications or attorney work product. In addition, you acknowledge that the Company has provided you with notice in compliance with the Defend Trade Secrets Act of 2016 regarding immunity from liability for limited disclosures of trade secrets. The full text of the notice is attached in Appendix A.

- 12. <u>Background Check; Immigration Matters</u>. The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to the Company within three (3) business days after the Effective Date, or the employment relationship between the Company and you may be terminated.
- Miscellaneous. This Agreement, together with the Confidentiality Agreement and the Severance Agreement, constitute the entire agreement between you and the Company regarding the material terms and conditions of your employment, and they supersede and replace all prior negotiations, representations or agreements between you and the Company. This Agreement will be governed by the laws of the State of California but without regard to the conflict of law provision. This Agreement may be modified only by a written agreement signed by a duly authorized officer of the Company (other than yourself) and you.

[Signature page follows]

the undersigned. If you accept the Company's offer, your fir	sign and date in the spaces indicated and return this Agreement to rst day of employment will be <b>June 7, 2021,</b> or such other date ent will terminate if this Agreement is not accepted, signed and
	Sincerely,
	KINNATE BIOPHARMA INC.
	By: /s/ Nima Farzan
	Name: Nima Farzan
	Title: Chief Executive Officer
	Date: April 15, 2021
Agreed to and accepted:	
/s/ Neha Krishnamohan	
Neha Krishnamohan	_

Date: April 15, 2021

### **Appendix A**

# Section 7 of the Defend Trade Secrets Act of 2016

"... An individual shall not be held criminally or civilly 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 filed in a lawsuit or other proceeding, if such filing is made under seal... An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

#### KINNATE BIOPHARMA INC.

# CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the "<u>Agreement</u>") is made by and between Kinnate Biopharma Inc., a Delaware corporation (the "<u>Company</u>"), and Neha Krishnamohan ("<u>Executive</u>"), effective as of the Effective Date, as defined in Section 7 below.

This Agreement provides certain protections to Executive in connection with a change in control of the Company or in connection with the termination of Executive's employment under the circumstances described in this Agreement. Certain capitalized terms used in this Agreement are defined in Section 7 below.

The Company and Executive agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement will continue indefinitely until terminated by written consent of the parties hereto, or if earlier, upon the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.
- 2. <u>At-Will Employment</u>. The Company and Executive acknowledge that Executive's employment will be at-will, as defined under applicable law. No payments, benefits, or provisions under this Agreement will confer upon Executive any right to continue Executive's employment with the Company, nor will they interfere with or limit in any way the right of the Company or Executive to terminate such relationship at any time, with or without cause, to the extent permitted by applicable laws.

# 3. Severance Benefits.

- (a) <u>Non-CIC Qualifying Termination</u>. In the event of a Non-CIC Qualifying Termination (as defined below) Executive will receive the following payments and benefits from the Company, subject to the requirements of this Agreement:
- (i) <u>Salary Severance</u>. A single, lump sum, cash payment equal to nine (9) months of Executive's Salary.
- (ii) <u>COBRA Severance</u>. Subject to Executive timely electing continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("<u>COBRA</u>") and further subject to Section 5(c), Executive will receive Company-paid group health, dental and vision coverage for Executive and any of Executive's eligible dependents, as applicable (the "<u>COBRA Severance</u>"), following the Non-CIC Qualifying Termination until the earliest of: nine (9) months following the date of the Non-CIC Qualifying Termination, (B) the date on which Executive and Executive's eligible dependents (as applicable) become covered under similar plans, or (C) the expiration of Executive's (and any of Executive's eligible dependents, as applicable) eligibility for continuation coverage under COBRA.
- (b) <u>CIC Qualifying Termination</u>. In the event of a CIC Qualifying Termination (as defined below), Executive will receive the following payments and benefits from the Company, subject to the requirements of this Agreement:
- (i) <u>Salary Severance</u>. A single, lump sum, cash payment equal to twelve (12) months of Executive's Salary.

- (ii) <u>Bonus Severance</u>. A single, lump sum, cash payment equal to the sum of (x) one hundred percent (100%) Executive's Target Bonus, plus (y) a pro-rated portion of Executive's Target Bonus for the year in which the Change in Control occurs, based on the number of days in such year for which Executive was employed by, or provided service to, the Company.
- (iii) <u>COBRA Severance</u>. Subject to Executive timely electing continuation coverage under COBRA and further subject to Section 5(c), Executive will receive COBRA Severance until the earliest of: (A) twelve (12) months following the date of the Qualifying Termination, (B) the date on which Executive and Executive's eligible dependents (as applicable) become covered under similar plans, or (C) the expiration of Executive's (and any of Executive's eligible dependents, as applicable) eligibility for continuation coverage under COBRA.
- (iv) <u>Vesting Acceleration of Service-based Equity Awards</u>. Vesting acceleration of one hundred percent (100%) of any Equity Awards that are outstanding and unvested as of the date of the Qualifying Termination. For the avoidance of doubt, in the event Executive's Non-CIC Qualifying Termination occurs prior to a Change in Control, any then outstanding and unvested portion of Executive's Awards will remain outstanding (and unvested) until the earlier of (x) three (3) months following the Non-CIC Qualifying Termination, or (y) a Change in Control that occurs within three (3) months following the Non-CIC Qualifying Termination occurs during the Change in Control Period (provided that in no event will Executive's stock option Equity Awards or similar Equity Awards remain outstanding beyond the Award's maximum term to expiration). If no Change in Control occurs within three (3) months following a Non-CIC Qualifying Termination, any unvested portion of Executive's Equity Awards automatically and permanently will be forfeited on the date three (3) months following the date of the Non-CIC Qualifying Termination without having vested.
- (c) <u>Termination Other Than a Qualifying Termination</u>. If the termination of Executive's employment does not constitute a Qualifying Termination, then Executive will not be entitled to receive any severance or other benefits in connection with such termination except for those, if any, as may then be established under the Company's then existing severance and benefits plans or programs.
- (d) Non-duplication of Payment or Benefits. For purposes of clarity, in the event of a Qualifying Termination that occurs during the period within three (3) months prior to a Change in Control, any severance payments and benefits to be provided to Executive under Section 3(b) will be reduced by any amounts that already were provided to Executive under Section 3(a). Notwithstanding any provision of this Agreement to the contrary, if Executive is entitled to any cash severance, continued health coverage benefits, vesting acceleration of any Awards, or other severance or separation benefits similar to those provided under this Agreement, by operation of applicable law or under a plan, policy, contract, or arrangement sponsored by or to which the Company is a party other than this Agreement ("Other Benefits"), then the corresponding severance payments and benefits under this Agreement will be reduced by the amount of Other Benefits paid or provided to Executive.
- (e) <u>Death of Executive</u>. In the event of Executive's death before all payments or benefits Executive is entitled to receive under this Agreement have been provided, the unpaid amounts will be provided to Executive's designated beneficiary, if living, or otherwise to Executive's personal representative in accordance with the terms of this Agreement.
- 4. <u>Accrued Compensation</u>. On any termination of Executive's employment with the Company, Executive will be entitled to receive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements.

#### 5. <u>Conditions to Receipt of Severance</u>.

- (a) <u>Separation Agreement and Release of Claims</u>. Executive's receipt of any severance payments or benefits upon a Qualifying Termination under Section 3 is subject to Executive signing and not revoking the Company's then standard separation agreement and release of claims with the Company (the "<u>Release</u>"), which must become effective and irrevocable no later than the sixtieth (60<sup>th</sup>) day following the date of the Qualifying Termination (the "<u>Release Deadline Date</u>"). If the Release does not become effective and irrevocable by the Release Deadline Date, Executive will forfeit any right to severance payments or benefits under Section 3.
- (b) Payment Timing. Any lump sum cash severance payments under Section 3 relating to salary severance and any bonus severance will be provided to Executive on the first regularly scheduled payroll date of the Company following the date the Release becomes effective and irrevocable, subject to any delay required by Section 5(d) below. Any Equity Awards that are restricted stock units, performance shares, performance units, and/or similar full value awards ("Full Value Awards") that accelerate vesting under Section 3(b)(iv) will be settled, subject to any delay required by Section 5(d) below (or the terms of the Full Value Award agreement or other Company plan, policy, or arrangement governing the settlement timing of the Full Value Award to the extent such terms specifically require any such delay in order to comply with the requirements of Section 409A, as applicable (the "FVA Terms")), (i) on a date within ten (10) days following the date the Release becomes effective and irrevocable, or (ii) if later, in the event of a Non-CIC Qualifying Termination that occurs prior to a Change in Control, on a date on or before the date of completion of the Change in Control. Any Full Value Awards that accelerate vesting under Section 3(b) (iv) will be settled, subject to any delay required by Section 5(d) below (or any applicable FVA Terms), on a date on or before the date of completion of the Change in Control.
- COBRA Severance Limitations. If the Company determines in its sole discretion that it cannot provide the COBRA Severance without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of such COBRA Severance, subject to any delay required by Section 5(d) below, the Company will provide to Executive a taxable monthly payment payable on the last day of a given month (except as provided by the immediately following sentence), in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of the Qualifying Termination (which amount will be based on the premium rates applicable for the first month of COBRA Severance for Executive and any eligible dependents of Executive) (each, a "COBRA Replacement Payment"), which COBRA Replacement Payments will be made regardless of whether Executive elects COBRA continuation coverage and will end on the earlier of (i) the date upon which Executive obtains other employment, or (ii) the date the Company has paid an amount totaling the number of COBRA Replacement Payments equal to the number of months in the applicable COBRA Severance period set forth in clause (A) of Section 3(a)(ii) or Section 3(b)(iii), as applicable. For the avoidance of doubt, the COBRA Replacement Payments may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to any applicable withholdings. Notwithstanding anything to the contrary under this Agreement, if the Company determines in its sole discretion at any time that it cannot provide the COBRA Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), Executive will not receive the COBRA Replacement Payments or any further COBRA Severance.
- (d) Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Section 409A so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities and ambiguous terms in this Agreement will be interpreted in accordance with this intent. No payments or benefits to be provided to Executive, if any, under this Agreement or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Payments") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. To the extent required to be exempt from or comply with Section 409A, references to the termination of Executive's employment or similar phrases used in this Agreement will mean Executive's "separation from service" within the meaning of Section 409A.

- (i) Any payments or benefits paid or provided under this Agreement that satisfy the requirements of the "short-term deferral" rule under Treasury Regulations Section 1.409A-1(b)(4), or that qualify as payments made as a result of an involuntary separation from service under Treasury Regulations Section 1.409A-1(b)(9)(iii) that is within the limit set forth thereunder, will not constitute Deferred Payments for purposes of this Section 5(d).
- (ii) Notwithstanding any provisions to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's separation from service (other than due to death), then any payments or benefits under this Agreement that constitute Deferred Payments payable within the first six (6) months after Executive's separation from service instead will be payable on the date six (6) months and one (1) day after Executive's separation from service; provided that in the event of Executive's death within such six (6) month period, any payments delayed by this subsection (ii) will be paid to Executive in a lump sum as soon as administratively practicable after the date of Executive's death. To the extent that Executive is not a specified employee but Executive's Qualifying Termination occurs at a time during the year whereby the Release Deadline Date will occur in the year immediately following the year in which the Qualifying Termination occurs, then any payments or benefits under this Agreement that constitute Deferred Payments that otherwise would be payable prior to the Release Deadline Date instead will be paid on the first regularly scheduled payroll date of the Company following the Release Deadline Date.
- (iii) The Company reserves the right to amend this Agreement as it considers necessary or advisable, in its sole discretion and without the consent of Executive or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment, and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Treasury Regulations Section 1.409A-2(b)(2). In no event will Executive have any discretion to choose Executive's taxable year in which any payments or benefits are provided under this Agreement. In no event will the Company or any parent, subsidiary or other affiliate of the Company have any responsibility, liability or obligation to reimburse, indemnify or hold harmless Executive for any taxes, penalties or interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

# 6. <u>Limitation on Payments</u>.

(a) Reduction of Severance Benefits. If any payment or benefit that Executive would receive from the Company or any other party whether in connection with the provisions in this Agreement or otherwise (the "Payments") 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 the Payments will be either delivered in full, or delivered as to such lesser extent that would result in no portion of the Payments being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in Executive's receipt, on an after-tax basis, of the greatest amount of Payments, notwithstanding that all or some of the Payments may be subject to the Excise Tax. If a reduction in Payments is made in accordance with the immediately preceding sentence, the reduction will occur, with respect to the Payments considered parachute payments within the meaning of Code Section 280G, in the following order: (A) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first cash payment to be reduced); (B) cancellation of equity awards that were granted "contingent on a change in ownership or control" within the meaning of Section 280G of the Code in the reverse order of date of grant of the equity awards (that is, the most recently granted equity awards will be cancelled first); (C) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the equity awards (that is, the vesting of the most recently granted equity awards will be cancelled first); and (D) reduction of employee benefits in reverse chronological order (that is, the benefit owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first benefit to be reduced). In no event will Executive have any discretion with respect to the ordering of Payment reductions. Executive will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Agreement, and neither the Company nor any parent, subsidiary or other affiliate of the Company have any responsibility, liability or obligation to reimburse, indemnify or hold harmless Executive for any of those payments of personal tax liability.

- (b) <u>Determination of Excise Tax Liability.</u> Unless the Company and Executive otherwise agree in writing, any determinations required under this Section 6 will be made in writing by a nationally recognized accounting or valuation firm (the "<u>Firm</u>") selected by the Company, whose determinations will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm reasonably may request in order to make determinations under this Section 6. The Company will bear the costs and make all payments required to be made to the Firm for the Firm's services that are rendered in connection with any calculations contemplated by this Section 6. The Company will have no liability to Executive for the determinations of the Firm.
  - 7. <u>Definitions</u>. The following terms referred to in this Agreement will have the following meanings:
- (a) "Award" means any stock option or other equity award covering shares of Company common stock granted to Executive.
  - (b) "Board" means the Company's Board of Directors.
- (c) "<u>Cause</u>" means Executive's: (i) conviction of, or plea of guilty or nolo contendere to, any crime involving dishonesty or moral turpitude or any felony; (ii) engagement in material dishonesty, willful misconduct or gross negligence in each case in connection with Executive's position at the Company, (iii) material breach of any confidentiality, invention assignment, non-disclosure, or non-solicitation agreement entered into between the Company and Executive, (iv) material violation of a written Company policy or procedure that has been provided to Executive causing substantial injury to the Company, and/or (v) gross negligence or willful misconduct by Executive with respect to Executive's performance of his or her assigned duties for the Company, following written notice of such negligence or misconduct by the Company and a period of fifteen (15) days to cure the same and Executive's failure to cure during such time period.
- (d) "Change in Control" means the first occurrence of any of the following events on or after the Effective Date:

- (i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, the acquisition of additional stock by any one Person, who is considered to already own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change in Control; provided, further, that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board also will not be considered a Change in Control. Further, if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company's voting stock immediately prior to the change in ownership, direct or indirect beneficial ownership of fifty percent (50%) or more of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event shall not be considered a Change in Control under this subsection (i). For this purpose, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or
- (ii) <u>Change in Effective Control of the Company</u>. If the Company has a class of securities registered pursuant to Section 12 of the U.S. Securities Exchange Act of 1934, as amended, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or
- (iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person or Persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A. Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (x) its sole purpose is to change the jurisdiction of the Company's incorporation, or (y) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

- (e) "<u>Change in Control Period</u>" means the period beginning on the date three (3) months prior to a Change in Control and ending on (and inclusive of) the date that is the one (1) year anniversary of a Change in Control.
- (f) "<u>Code</u>" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder will include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.
- (g) "<u>Confidentiality Agreement</u>" means Executive's At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement entered into with the Company.
  - (h) "<u>Director</u>" means a member of the Board.
  - (i) "<u>Disability</u>" means total and permanent disability as defined in Code Section 22(e)(3).
  - (j) "Effective Date" means the date on which Executive commences employment with the Company.
- (k) "<u>Equity Awards</u>" means Awards that, as of the later of the date of the CIC Qualifying Termination or immediately prior to the Change in Control, are outstanding and held by Executive and subject to continued service-based vesting criteria, but not subject to the achievement of any performance-based or other similar vesting criteria.
- (l) "Good Reason" means Executive's termination of Executive's employment with the Company within thirty (30) days following the end of the Company's Cure Period (as defined below) as a result of the occurrence of any of the following without Executive's written consent: (i) a material diminution in Executive's base salary; (ii) the assignment to Executive of duties that are materially inconsistent with Executive's duties that results in a material diminution of Executive's duties with the Company in effect immediately prior to such assignment; (iii) a material diminution in Executive's authority, duties, or responsibilities; (iv) a material change in the location of Executive's primary place of work to a location more than thirty (30) miles from Executive's primary place of work immediately prior to such change and that is further from Executive's residence; or (v) following a Change in Control, if Executive served as a Section 16 officer of the Company prior to the Change in Control, Executive is not a Section 16 officer of the Company or its ultimate parent, or if the ultimate parent is not a public company with Executive not reporting to the Chief Executive Officer of the ultimate parent company; provided, however, that Executive must provide written notice to the Board of the condition that could constitute a "Good Reason" event within ninety (90) days following the initial existence of such condition and such condition must not have been remedied by the Company within thirty (30) days (the "Cure Period") of such written notice.
- (m) "<u>Qualifying Termination</u>" means a termination of Executive's employment (whether before or after the Effective Date) by the Company (or any of its subsidiaries) other than for Cause, death, or Disability or by Executive due to Good Reason, in either case (i) during the Change in Control Period (a "<u>CIC Qualifying Termination</u>") or (ii) outside the Change in Control Period (a "<u>Non-CIC Qualifying Termination</u>").
- (n) "<u>Salary</u>" means Executive's annual base salary in effect immediately prior to Executive's Qualifying Termination (or, if the termination is due to a resignation for Good Reason based on a material reduction in Executive's base salary, then Executive's annual base salary in effect immediately prior to the reduction) or, if Executive's Qualifying Termination is a CIC Qualifying Termination and the amount is greater, Executive's annual base salary in effect immediately prior to the Change in Control.

- (o) "Section 409A" means Code Section 409A and the Treasury Regulations and guidance thereunder, and any applicable state law equivalent, as each may be promulgated, amended or modified from time to time.
- (p) "<u>Target Bonus</u>" means Executive's annual (or annualized, if applicable) target bonus in effect immediately prior to Executive's CIC Qualifying Termination or, if greater, Executive's annual (or annualized, if applicable) target bonus in effect immediately prior to the Change in Control.
- 8. <u>Successors</u>. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors, and legal representatives of Executive upon Executive's death, and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of Executive's right to compensation or other benefits will be null and void.

#### 9. Notice.

(a) <u>General</u>. All notices and other communications required or permitted under this Agreement will be in writing and will be effectively given (i) upon actual delivery to the party to be notified, (ii) upon transmission by email, (iii) twenty-four (24) hours after confirmed facsimile transmission, (iv) one (1) business day after deposit with a recognized overnight courier, or (v) three (3) business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed: (A) if to Executive, at the address Executive will have most recently furnished to the Company in writing, (B) if to the Company, at the following address:

Kinnate Biopharma Inc. 12707 High Bluff Drive, Suite 200 San Diego, CA 92130 Attention: General Counsel

- (b) <u>Notice of Termination</u>. Any termination of Executive's employment by the Company for Cause will be communicated by a notice of termination of Executive's employment to Executive, and any termination by Executive for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with Section 9(a). The notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the later of (i) the giving of the notice or (ii) the end of any applicable cure period).
- 10. Resignation. The termination of Executive's employment for any reason also will constitute, without any further required action by Executive, Executive's voluntary resignation from all officer and/or director positions held at the Company or any of its subsidiaries or affiliates, and at the Board's request, Executive will execute any documents reasonably necessary to reflect the resignations.

#### 11. Miscellaneous Provisions.

- (a) <u>No Duty to Mitigate</u>. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any payment be reduced by any earnings that Executive may receive from any other source except as specified in Sections 3(d), 5(d) and 6.
- (b) <u>Waiver; Amendment</u>. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized officer of the Company (other than Executive) and by Executive. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- (c) <u>Headings</u>. Headings are provided herein for convenience only, and will not serve as a basis for interpretation or construction of this Agreement.
- (d) <u>Entire Agreement</u>. This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement of the parties and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter of this Agreement.
- (e) <u>Governing Law</u>. This Agreement will be governed by the laws of the State of California but without regard to the conflict of law provision. To the extent that any lawsuit is permitted with respect to any provisions under this Agreement, Executive hereby expressly consents to the personal and exclusive jurisdiction and venue of the state and federal courts located in the State of California for any lawsuit filed against Executive by the Company.
- (f) <u>Severability</u>. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not affect the remaining parts of this Agreement, and this Agreement will be construed and enforced as if the invalid, illegal, or unenforceable provision had not been included.
- (g) <u>Withholding</u>. The Company (and any parent, subsidiary or other affiliate of the Company, as applicable) will have the right and authority to deduct from any payments or benefits all applicable federal, state, local, and/or non-U.S. taxes or other required withholdings and payroll deductions ("<u>Withholdings</u>"). Prior to the payment of any amounts or provision of any benefits under this Agreement, the Company (and any parent, subsidiary or other affiliate of the Company, as applicable) is permitted to deduct or withhold, or require Executive to remit to the Company, an amount sufficient to satisfy any applicable Withholdings with respect to such payments and benefits. Neither the Company nor any parent, subsidiary or other affiliate of the Company will have any responsibility, liability or obligation to pay Executive's taxes arising from or relating to any payments or benefits under this Agreement.
- (h) <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows]

KINNATE BIOPHARMA INC.

By: /s/ Nima Farzan
Name: Nima Farzan
Title: Chief Executive Officer

Date: April 15, 2021

EXECUTIVE

/s/ Neha Krishnamohan
Neha Krishnamohan

Date: April 15, 2021

By their signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer.



# Kinnate Biopharma Inc. Appoints Neha Krishnamohan as CFO and Executive Vice President, Corporate Development and Expands its Leadership Team with Key New Hires

Experienced leaders bring substantial clinical research, regulatory, and operational expertise in the biopharmaceutical industry to the Kinnate team

**SAN FRANCISCO & SAN DIEGO, Calif. – June 7, 2021 –** Kinnate Biopharma Inc. (Nasdaq: KNTE) ("Kinnate"), a biopharmaceutical company focused on the discovery and development of small molecule kinase inhibitors for difficult-to-treat, genomically defined cancers, today announced the appointment of Neha Krishnamohan as Chief Financial Officer and Executive Vice President, Corporate Development, and the expansion of its leadership team.

"Kinnate is entering a new phase of growth as we prepare to initiate a first-in-human trial of our lead candidate KIN-2787 and advance our additional pipeline programs through preclinical studies. With the appointment of Neha and our other new executives, we have added decades of collective expertise in building and operating both emerging and large clinical-stage biopharmaceutical companies to the Kinnate leadership team," said Nima Farzan, Chief Executive Officer of Kinnate. "I am pleased to welcome each of them to Kinnate and look forward to their leadership in driving the continued progress of our pipeline and advancing our mission of expanding access to targeted therapies for people living with hard-to-treat, genomically-defined cancers."

Ms. Krishnamohan joins Kinnate from Goldman Sachs where she worked for more than 12 years and most recently served as a vice president in the Healthcare Investment Banking Group and a member of the Mergers and Acquisitions (M&A) Group within the Investment Banking Division. Ms. Krishnamohan established herself as a senior leader in the healthcare coverage group, working with a variety of biopharmaceutical boards and management teams on a broad range of strategic financial matters, executing financings as well as leading M&A transactions. She has successfully executed over \$100 billion in transactions in the biopharmaceutical, medical technology, and tools/diagnostics sectors. She holds a B.S.E in Biomedical Engineering and Economics from Duke University.

"Kinnate is at an exciting inflection point in its path to becoming a global, clinical-stage biopharmaceutical company. I look forward to partnering with the management team and the board to advance Kinnate's continued growth through the scale-up of its strategic corporate finance operations and guide the company's corporate strategy," said Ms. Krishnamohan. "Having spent more than a decade advising and performing diligence on companies in the biopharmaceutical sector, I am extremely impressed with the Kinnate team and the progress that they have made in a short period of time advancing their differentiated pipeline."

Kinnate has also announced the appointment of the following senior leaders:

- <u>Ken Kobayashi</u>, M.D., Senior Vice President, Clinical Development, who was most recently Vice President, Early Oncology Development and Clinical Research at Pfizer
- <u>Jason Cox</u>, Ph.D., Vice President, Medicinal Chemistry, who joins from Merck where he spent 16 years, most recently as Director, Medicinal Chemistry
- <u>Jason Hampson</u>, Vice President, Head of Regulatory Affairs, who joins from Amgen where he spent 18 years, most recently as Director of Regulatory Affairs
- David Madden, Vice President, Finance, who joins from Emergent BioSolutions where he was most recently Sr. Director, Finance
- <u>Clement Pimor</u>, Vice President Strategy and Portfolio Management, who joins from AbbVie where he was Asset Strategy Leader for the cancer medicine IMBRUVICA
- Barbara Warren, Vice President Human Resources, who was most recently an Executive Human Resource Consultant at Cedars-Sinai in Los Angeles

For more information about Kinnate's leadership team, please visit www.kinnate.com/leadership.

#### **About Kinnate**

Kinnate is focused on the discovery and development of small molecule kinase inhibitors for difficult-to-treat, genomically defined cancers. Kinnate's mission is to expand the reach of targeted therapeutics by developing products for underserved populations. Kinnate utilizes its deep expertise in structure-based drug discovery, translational research, and patient-driven precision medicine, which it refers to as the Kinnate Discovery Engine, to develop targeted therapies. Based in San Francisco and San Diego, California, the Kinnate team is composed of drug discovery experts supported by a distinguished group of scientific advisors. For more information, please visit www.kinnate.com.

#### **Forward Looking Statements**

This press release contains forward-looking statements that involve substantial risks and uncertainties. These forward-looking statements include, without limitation, statements regarding the potential benefits of our drug discovery activities (including our preclinical studies), the expected timing for our initiation of our clinical trials, the potential benefits and treatment indications of our product candidates, the continued advancement of our product candidates and progression of our pipeline and the expected growth of our operations. Words such as "believes," "anticipates," "plans," "expects," "intends," "will," "goal," "potential" and similar expressions are also intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and trends. Such expectations and projections may never materialize or may prove to be incorrect. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors, including risks related to operating as a preclinical-stage biopharmaceutical company with a limited operating history; our ability to raise additional capital to finance our operations; our ability to discover, advance through the preclinical and clinical development of, obtain regulatory approval for and commercialize our product candidates; the novel approach we are taking to discover and develop drugs; our ability to timely file and obtain approval of investigational new drug applications for our planned clinical trials; the potential for any clinical trial results to differ from our preclinical trial results; negative impacts of the COVID-19 pandemic on our business, including planned clinical trials and ongoing and planned preclinical trials; competition in our industry; regulatory developments in the United States and other countries; our ability to attract, hire and retain highly skilled executive officers and employees; difficulties in managing our growth; our ability to protect our intellectual property; reliance on third parties to conduct our preclinical studies and any future clinical trials, and to manufacture our product candidates; general economic and market conditions; and other risks.

These and other risks, uncertainties, assumptions and other factors are further described under the heading "Risk Factors" in our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021 that we have filed with the Securities and Exchange Commission (the "SEC"), as well as in our subsequent filings we make with the SEC. New risk factors emerge from time to time and it is not possible for our management to predict all risk factors, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in, or implied by, any forward-looking statements. Investors should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Our forward-looking statements speak only as of the date of this release, and except as required by law, we undertake no obligation to update publicly any forward-looking statements for any reason in the future.

#### **Contacts:**

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